



City of Fort Pierce
Community Development Department
Community Services Division

Memorandum

To: David L. Recor, City Manager ✓
Matthew G. Margotta, Community Development Director
Gloria J. Johnson, Director of Finance

From: Dorina L. Jenkins, Community Services Assistant Director 

Date: January 29, 2010

Re: Community Services Division Response to Forensic Audit

Enclosed please find Community Services Division's response to the forensic audit report submitted by Kessler International.

Community Services Division is requesting that this document is made available for public record and that a copy be provided to the Mayor, City Commissioners, City Attorney, and all law enforcement agencies that received a copy Kessler's final forensic audit report.

Should you require additional information, feel free to contact me at Ext. 230.

/dlj

Enclosures

cc: Florida Housing Finance Corporation
Tony Barnes, Purchasing Director
Community Services Division Staff
File

RECEIVED

TIME _____

FEB 01 2010

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

INTRODUCTION

This is the City's Community Services Division (CSD) response to Kessler's forensic audit findings disclosed in a January 14, 2010 report received by the City Manager's office on January 15, 2010, and by the Community Services Assistant Director on January 25, 2010. In addition, the CSD did not receive the applicants' names for each reviewed until Friday, January 29, 2010. This only allowed a short period of time for staff to thoroughly review and provide accurate responses, placing undo pressure on the entire CSD.

Kessler stated that the audit was limited and all departments that are actively involved in the day to day operations of the CSD were not interviewed, therefore, how accurate is this audit in exposing a systemic failure throughout every aspect of the CSD.

Per Kessler, the audit disclosed favoritism to other city workers and other individuals including relatives of city staff which in some cases the actions appear to indicate theft. However, no documentation and/or official documents indicating what instrument were utilized to make such a determination.

How could Kessler recommend that the entire purchasing process be thoroughly investigated when they did not interview purchasing department staff, although it was stated that this department was interviewed.

BACKGROUND

CSD administers federal and state funded programs. During fiscal year 2005 – 2009, the city did not allocate general funds; however, FPRA funds were utilized to fund various projects.

Application Process

During Kessler's brief interview with the CSD's Assistant Director, Program Specialist, Rehabilitation Specialist, and temporary Rehabilitation Specialist, neither used the term "illiterate" when interviewed. CSD employees were not reprimanded because of applications containing correctional fluid; however, in the comments for corrective actions, it was a recommended correction in the February 20, 2008 Annual Monitoring Program Review by the Florida Planning Group, Examination of Records #4 (*Exhibit #1*). *Exhibit 2* is the CSD's response to the monitoring review (See page 3, #4 - Income Certification Home Ownership).

Per CSD staff, original applications are not discarded and are usually in the file with original signatures.

AUDIT SCOPE, OBJECTIVES AND AUDIT METHODOLOGY

Detailed interviews were not conducted amongst current CSD nor purchasing employees.

Kessler did not request any documents from CSD staff directly. All requests were channeled through the Assistant Finance Director who was assigned to work closely in preparation of forensic audit (*Exhibit 3*).

DOCUMENTS RECEIVED

Previous Audits and Investigation:

The following audits/monitoring/inspection visits of CSD were excluded:

- Florida Housing Planning Group February 16-17, 2006
- Florida Housing Planning Group February 11-13, 2008
- Florida Housing Planning Group May 6, 2009
- Consolidated Annual Performance Evaluation Plan (CAPER) 2005
- Consolidated Annual Performance Evaluation Plan (CAPER) 2006
- Consolidated Annual Performance Evaluation Plan (CAPER) 2007
- Consolidated Annual Performance Evaluation Plan (CAPER) 2008
- The City of Fort Pierce Consolidated Annual Financial Report 2006
- The City of Fort Pierce Consolidated Annual Financial Report 2007
- The City of Fort Pierce Consolidated Annual Financial Report 2008

Documents received from the city:

- *Case overviews* - No one from the CSD provided case overviews of applicants' files.
- *Supporting Documents of Purchase of Land from Jazco Development, Inc.* - CSD was not involved in this purchase, nor was funds expended from a CSD account. The disbursement was from FPRA account code.

Items requested by Kessler but were not produced by the City:

- CSD was unaware of items that were requested by Kessler and not produced.

PROGRAMS AUDITED

Ship

During a training course by the State, SHIP Administrators were informed to discontinue utilizing Federal Income Tax Return and program applications (*Exhibit #4*) address allegations of the discrepancies in Kessler's courtesy review of documents.

Equity in Property

CSD staff is not aware of the State statute Kessler is referring to. Applicants attest to the asset addendum as to the value of their assets during application intake interview.

Emergency Repairs

Eligible applicants are not required to contribute a minimum of \$500 for repairs.

Land Acquisition

The maximum award amount is \$250,000

Home Again Disaster Assistance Program

The city's approved program application was not reviewed by Kessler

Weatherization Assistance Program

The Weatherization funds were funded by the City's Community Redevelopment Agency (CRA) now known as the Fort Pierce Redevelopment Agency (FPRA). The program was not structured based on the Florida Department of Community Affairs Housing and Community Affairs guidelines.

INTERVIEWS

Kessler stated that they conducted numerous interviews with various contractors, in which he heard from some that the City was "throwing money around like crazy" and that some of the contractors "would do anything" to get business. However, on page 33 of Kessler's report it stated on 12/15/09 letters were issued via FedEx to eleven contractors, but only one complied. Based on this information, did Kessler speak with contractors on the approve list or disgruntle contractors?

CSD Assistant Director was never informed of such serious allegations regarding kickbacks; therefore, Kessler will need to provide documentation in order to determine if it should be reported per the Copeland Anti-Kickback Act.

During the brief interviewing process of CSD, no current employee pointed out lack of organization and compliance in the department or oversight by the supervisors. However, all current CSD employees and temps expressed being placed in a hostile work environment when the Assistant Finance Director was temporarily transferred to Community Services in October of 2009, to conduct a personal investigation (*see emails in Exhibit 5*).

The CSD does not have a Community Services Specialist; however, the Program Specialist did state that in a previous monitoring visit by the State, it was recommended that no correctional fluids be used in the application intake process. During the application process, applicants provide required documents and the Program Specialist ask questions, complete applications, and then allow applicants to review and sign if all is correct. Completed original forms are usually in files with original signatures.

In regards to the notarization of forms, CSD staff will have to be directed to the forms that are in question.

The majority of the documents used were not drafted by current CSD staff. In regards to the errors in the housing programs mortgage and note, CSD staff was working with the Assistant Finance Director on making the necessary corrections to properly complete and prepare for recording (*see emails in Exhibit 6*). The city attorney's office drafted mortgage and notes for the Oaks recipients; however, CSD continues to utilize forms in place. The CSD is in the process of forwarding all forms/documents to the attorney office for review and revision.

Bids

Documentation on how bids are awarded could have been reviewed in the bid specifications package or by contacting the purchasing department. When interviewed by Kessler and the Assistant Finance Director, a CSD employee informed them that he utilize the Home Depot catalog to estimate material costs for projects, however, he was not asked to explain how he estimated labor cost.

Contractors and Change Orders

Each project has an individualized scope of work write up that is reviewed by several departments prior to permits being issued. Kessler could have sought assistance from CSD staff if they were unable to locate documents within the case files.

Kessler and the Community Development Director were informed that documents were mysteriously disappearing out of files; however, a current CSD employee did not state that it was difficult to locate forms in files being that all files are setup in a particular order. Change orders are submitted by contractors, reviewed for approval by CSD staff, and if it exceeds a certain percentage, the change order is submitted to the Communitywide Council Advisory Board for review and approval. CSD staff prepares a change order approval form, detailing the scope of additional work to be performed by the contractor, in which the original change order is stapled to the change order approval form.

Demolition

The CSD employee directed Kessler to the building department due to the fact that they make the final recommendation for demolition.

Multiple Contracts

Please see *exhibit 7*, Section III, Instructions to Bidders, 3 Evaluation Criteria that was obtained from their files and/or purchasing department. The bid specification (*Exhibit 8*) for the Oaks (REACH) program was structured for that particular new construction project and contractors were selected by a task team.

Program Specific Notes

There is no law that mandates a maximum award amount; however, the city commission can override that amount. Also, CSD has commission authorization to approve files that require funding beyond the maximum award amount.

REACH Program

The REACH program was a newly established program, in which there were kinks to be worked out, therefore, those that were first to close experienced postponements due to various reasons, (i.e. prematurely signing contracts for sale, documents review by attorney's office, gathering of proper documents to be a first mortgage lien holder, required title work, creating a system to accept bi-weekly payments, etc...). The changing of closing dates is not out of the ordinary due to various reasons.

Applicants receiving assistance, one was a CSD employee and one was a city employee, both were not CSD employees.

The city attorney office prepared a draft note modification agreement for use with the Hurricane Housing/REACH loans (*see exhibit 9*). CSD is not aware of the status.

Rehab Specialist

The rehab specialist job description was revised by former director (*exhibit 10*). Annual training is offered by State and Federal agencies to educate and enhance the knowledge of employees to perform various aspects of their duties. The current rehab specialist satisfactorily performed assigned duties as a temporary employee 10 months prior to hiring. CSD assistant director never received allegations regarding the current rehab specialist being offered or receiving kickbacks. If Kessler has this information, please provide documentation so that it can be reported to the Copeland Kickback Act.

Waiting list

Kessler did not provide any documentation and/or official documents indicating what instrument was utilized to determine that applicants were not assisted on a "first come, first qualified, first ready" basis. CSD purchased a date stamp with clock as recommended by The Florida Housing Coalition monitoring report.

FINDINGS

2002 Avenue O, Fort Pierce, FL

Current CSD staff did not process this file in 1990 and did not approve or authorize satisfaction of mortgage in 1998. The applicant applied for disaster recovery assistance in October 2004, based on the documents received during the application intake process, J.P. Morgan, Sr. was listed as the sole owner of the property in question (*see exhibit 11*). Upon review of file, Betty Barnes name was included in error on preconstruction documents prepared by former CSD employees. CSD was not informed of a property transfer.

The Assistant Finance Director requested the aforementioned file from the Community Development Director in January; however, the locks on the filing cabinet malfunctioned, and a locksmith had to be called in to repair it. CSD staff did not submit documents to Kessler pertaining to this file. All original photos and documents are kept in file and available for review.

Anonymous Complaints

Kessler stated on page 9 that this was a document received from the city, however, its stated here that they received a tip on their FraudBusters website. It is unknown as to how and when the FraudBusters website was advertised to the community and to city staff to receive anonymous complaints.

Coastal Group Investments, Inc. – CSD Employee Corporation

The former CSD employee was hired October 3, 2005 and per Kessler, the corporation was dissolved September 16, 2005, meaning that the former CSD employee was not employed during the time the corporation was in existence. Both 1705 North 43rd Street and 108 N. 38th Street are located in the unincorporated county limits, therefore, city funds were not used to repair or rehabilitate.

Code of Ethics

The City is aware of the CSD Assistant Director's affiliation with Women With Words, Inc. and Florida Community Development Association.

Disbursements from other Funds

The city attorney approves the CSD public service agencies agreements prior to disbursement of funds; therefore, the CSD is not aware of any posting in the general ledger for disbursements to inactive agencies with the State of Florida.

E-Mails

The CSD and the finance department did not release retainage fees to REACH program contractors until all release of liens were received from subcontractors. When CSD staff received this email, contractors were notified and one contractor immediately provided the title company with requested information, releasing four properties.

CSD staff paid two subcontractors out of the contractor's retainage fee and is working diligently to identify any other unpaid subcontractors.

The CSD have provided funds to a youth football organization through its public service agencies funding source that is available for not for profit organizations. The funds are expended for a direct benefit to youth activities and the program is administered by volunteers. For further information regarding this organization, Kessler should have spoke with the city employee in question.

The HUD Director informed the City Manager that the letter was sent without his knowledge and he followed up with an email correcting the misunderstanding (*see exhibit 12*).

In regards to Kessler's statement about the Friday email (*see exhibit 13*), the CSD employee informed the individual that she did not have an electronic copy of her resume that she requested because she previously submitted to be included in a grant application. Per the

individual request, she was informed of the upcoming job advertisement. The individual was a temporary employee at that time.

Florida Housing Finance Corporation – Inspector General

No rental funds have been returned to the city, but should funds be returned they will be re-deposited into a program income account and reused to fund eligible strategies.

Letters to Contractors

S & V American Contractors, Inc. did not submit a change order in the amount of \$7,115 on 8/12/09 for the REACH (the Oaks) program. This contractor received his final draw for the Oaks project on June 19, 2009. Kessler will need to provide additional documentation regarding this case.

PNC Bank f/k/a National City Bank f/k/a Harbor Federal Savings Bank

The process for a prospective homebuyer to apply for purchase assistance through city programs, he/she must attend a mandatory homebuyer's workshop and produce a homebuyer's certificate, in addition to a pre approved letter from a member of the St. Lucie County Lending Consortium (*see exhibit 14*) before completing an application for city funding. CSD staff has no input on the homebuyer's selection of mortgage lenders.

Rehabilitation and Reconstruction Projects

Kessler need to provide further clarification on what projects they are referring to.

The Ship Foundation, Inc.

The Ship Foundation, Inc. was a not for profit organization that was approved by the commission to receive funding through the city's public service projects allocation (*see exhibit 15*) during program years 2003/04, 2004/05 and 2005/06. This organization has no relation to the State Housing Initiative Partnerships (SHIP) Program.

Recipients of Funding with connections to City Employees

Seventeen percent (17%) of 52 case files is equivalent to eight (8) files. Out of the 52 files, 47 files (90%) were of a minority ethnic group. There were approximately 500 income eligible families that received assistance through city programs during program years 2005-2009.

Temporary Employees

The CSD would contact the temporary agency and inform them of what type of services the department is in need of. The temporary agency would then provide CSD with copies of resumes of those that fit the requirements, and then interviews are scheduled. Once CSD has conducted interviews, the temporary agency would be informed of the selection. All temporary employees whom have worked for the CSD were interviewed amongst others.

The eight (8) temporary summer intern college students hired in 2005 were not paid by a FEMA grant. The CSD did not receive FEMA funds. The temporary employee that was noted in the audit report was qualified for the position and she did not report to her father in the purchasing department. The students performed the duties outlined in the general description and essential job functions of the job description (*see exhibit 16*), in addition to developing a property appraisal tracking database, designing a CSD website, assisting with needs assessments, and their largest task of scanning over 400 CSD files into the city clerk's system.

Wife of CSD Employee

Please see *exhibit 17* – State Housing Initiatives Partnership (SHIP) program's Disaster/Post Disaster/Mitigation/Recovery Strategy.

Women With Words, Inc.

Per the CSD Assistant Director, the funds Women with Words, Inc. received from the city and FPRA were used to give back to the community by hosting community book reviews for Zora Fest (*see exhibit 18*). CSD never allocated funds to Women with Words, Inc.

The Assistant Director of CSD served as the president of Florida "Community Development" Association, Inc. (FCDA) from 2006 – 2008, and continues to serve on the Board of Directors.

Yearly Audits

The Community Development Director and CSD staff began preparing programs' policies and procedures per the recommendation of the Florida Housing Coalition report when an on-site monitoring, per the request of the city, was conducted.

REVIEW/ANALYSIS OF CASES

Case #1 – Down payment Assistance Program – HHR/SHIP

CSD has certified housing professionals that have the ability to review applicants' profiles to determine an affordable interest rate based on the household's ability to repay loans.

CSD has the flexibility to schedule when an applicants' first payment it to begin based on their financial obligations.

The title company did not record the original note; however, CSD staff was informed by the Assistant Finance Director that the note needed to be recorded. CSD staff proceeded with preparation of documents in which the original date of closing was typed on revised documents to record.

CSD staff worked with the Assistant Finance Director on this particular file and was under the impression that there were no addition issues. CSD staff will contact the Finance department to verify allegations.

Applicants' household income must be re-verified after 120 days; therefore the original award letter could have been for \$10,000 but once re-verified the applicant was eligible for up to \$15,000.

The applicant contributed \$500 which included: \$100 deposit, \$125 application fee, \$275 appraisal fee.

The city attorney's office handles all documents pertaining to foreclosure however currently there are no foreclosure documents in the file.

Case #2 – Down payment Assistance – HHR/SHIP

The HHR loan payment was not deferred. CSD has the flexibility to schedule when an applicants' first payment it to begin based on their financial obligations.

CSD has certified housing professionals that have the ability to review applicants' profiles to determine an affordable interest rate based on the household's ability to repay loans.

Exhibit "A" is the contract between the buyer and seller.

As noted on the HUD I Settlement Statement, the applicants contributed \$2,970; therefore, they met the \$500 minimum program requirement. The lender would need to be contacted regarding the reimbursement.

Case #3 – Rehabilitation Program – SHIP

The applicant was awarded assistance through the SHIP program to receive rehabilitation assistance in the amount of \$19,000. A change order in the amount of \$11,000 was approved due to unforeseen repairs. The relocation and storage cost totals \$3,300.

CSD staff does not note results on website.

The applicant received assistance through the SHIP Disaster/Post Disaster/Mitigation Recovery program in the amount of \$6,194. This expenditure was not a change order. A Thomas Construction was the contractor that performed this work (this amount includes the \$3,850).

The Asset document (applicant's error) was completed during the time of file intake; however, the Income Certification is completed when all third party verifications are returned. The program requires that all assets valued above \$5,000 are calculated at 2% of the total asset and it is calculated into the household income in which CSD included this amount.

CSD staff does not direct applicants where to seek relocation and/or storage, but proper documentation is required for funding.

Case #4 – Rehabilitation Program – HHR

The applicant's mortgage was amended to include the additional expenditures; therefore, the original mortgage note for \$13,480 had to be satisfied in order to record the amended note for \$16,380.

CSD will prepare and record a corrective mortgage for all additional expenses incurred to complete the project, to include the relocation costs in the amount of \$8,956.35.

The approved change order for \$2,900 is attached (*see exhibit 19*)

Case #5 – Re-Entry Program - HHR

There were two members in the household. The income was verified on both individuals. It was determined that they met income requirements for assistance. The individual whose name was redacted, it was noted by the former CSD staff that the individual no longer resided at the dwelling.

Case #6 – Re-Entry Assistance Program – HHR

It is not in the Re-Entry strategy that an individual cannot receive assistance within a certain time period. Per the former City Manager, assistance was to be provided to those displaced due to the demolition of the said property even though the applicant had just moved in.

Case #7 – Rehabilitation Program – SHIP

Foreclosure Prevention – HHR

Hazard Prevention – HHR

All files were made available to Kessler by the Assistant Finance Director. CSD Staff was never notified that the file could not be located.

At preconstruction a mortgage note was filed. During the time of work completion the CSD Staff observed that the housing plan lien years changed from 30 to 15 years. Therefore, the original mortgage was satisfied and the new mortgage was filed to include the new lien years. CSD Staff will prepare a corrective mortgage to include any additional cost incurred to include the relocation costs.

Culture marbled counter top basin are included in all rehabilitation projects if needed. The lawn lamp pole and address plaque was requested by the formal Community Development Director to be used as the city's "new signature look".

The foreclosure prevention strategy can provide assistance up to three month of mortgage payments in addition to the cost to bring mortgage current.

Case #8 – Rehabilitation Program – SHIP

The egress windows were left off the specifications due to the former Rehabilitation Specialist utilizing a new program. Once that was discovered, the contractor was instructed to install the windows. Photo are available to show work was completed.

The applicant house was severely damaged from the hurricanes and was inhabitable; therefore, he was already relocated. Although the wife does not reside in the home, her name is on the property so it had to be added to the mortgage and note but her income is not required to be included. Documentation is located in the file.

Case #9 – Eviction Program – HHR

A copy of the applicant social security card is on the same page with all of the household members located in the file. Documents are available for review.

Case #10 – Down payment Assistance – HHR/SHIP

The third applicant does not reside in the home. The Individual was a co-signer; therefore the individual should have only been listed on the bank mortgage loan. CSD has the flexibility to schedule when an applicants' first payment is to begin based on their financial ability.

Case #11 – Down payment Assistance – SHIP/HHR

Foreclosure Prevention – HHR

The husband is the applicant; only his name is on the pre-approval letter from the lender and on the sales contract. His wife is listed in the household on the application. CSD mortgage and notes were completed and recorded by the title company, therefore, if both names should have been listed, then it was their error.

The wife has never been employed by the City of Fort Pierce. However, the wife's unemployment verification is currently missing from the file.

The applicant received assistance through the foreclosure assistance program, due to financial hardship.

Case #12 – Down payment Assistance – HHR/SHIP

The HHR Note is currently missing from the file however, no CSD Program have a forty year lien period.

Case #13 – Down payment Assistance – HHR/SHIP

The application for purchase assistance is located in the applicants file.

CSD has certified housing professionals that have the ability to review applicants' profiles to determine an affordable interest rate based on the household's ability to repay loans. The applicant agreed to the term of the loan.

Case #14 – Down payment Assistance – HHR

The borrower met the program requirements of contributing a minimum of \$500. The amount paid on the borrower's behalf was \$7,407. Therefore, the borrower receiving \$1,629 means \$5,778 was contributed by the borrower. The funds paid by borrower are not program income and cannot be deposited back in the program account.

Case #15 – Down payment Assistance – HHR

The borrower met the program requirements of contributing a minimum of \$500. The amount paid on the borrower's behalf was \$1,250. Therefore, the borrower receiving \$750 means \$500 was contributed by the borrower

Case #16 – Replacement Assistance Program – HHR

The applicant is deceased. CSD did not construct a home on this property though the Home Again program.

Case #17 – Disaster Relief Home Assistance Program – Home Again

This was the first new construction for the Home Again Program and the former Community Development Director allowed applicants to select their own contractors. The contract price is \$125,000 which is located in the applicants file.

There are copies of the checks that were issued to the contractor located in the file. There is one draw in the amount of \$12,500, two draws for \$18,750 each, and three draws for \$25,000 each.

Case #18 – Down payment Assistance – HHR/SHIP

The lender determines the amount needed for closing. The outside grant assistance of \$3,624 was not SHIP or HHR funds.

The applicant was approved for \$15,000 through the SHIP Program which included \$6,733.48 was paid to FPUA for the underground water and sewer hookup during construction period and \$8,266.52 disbursed at closing.

The applicants were in the low income category based on the income verified.

The documents were resubmitted to finance on 6/4/2009 per the Assistant Finance Director.

Case #19 – Down payment Assistance - HHR/SHIP

The Re-Entry file has been removed from the filing cabinet.

CSD has certified housing professionals that have the ability to review applicants' profiles to determine an affordable loan amount and interest rate based on the household's ability to repay loans.

The City Attorney's Office handles all foreclosure proceedings.

Case #20 – Down payment Assistance – SHIP

CSD has the flexibility to schedule when an applicant's first payment is to begin based on their financial obligations.

The applicant did not receive funding from the SHIP program. She received \$28,858.75 from the HHR program. The maximum award amount is "up to \$30,000"; however, the lender determines the amount needed for closing.

CSD staff and the Assistant Finance Director were working on reviewing, booking, and making necessary corrections with many files, therefore, the letters mentioned was sent in error.

Case #21 – Down payment Assistance – SHIP/HHR

Foreclosure Prevention - HHR

The husband is the applicant; only his name is on the pre-approval letter from the lender and on the sales contract. His wife is listed in the household on the application. CSD mortgage and notes were completed and recorded by the title company, therefore, if both names should have been listed, then it was their error.

Exhibit 20 shows that once CSD received the recorded mortgage deed from the title company, it was forwarded to the finance department for booking.

The title company did not record the original note; however, CSD staff was informed by the Assistant Finance Director that the note needed to be recorded, in addition to providing an amortization schedule (*see exhibit 21*). CSD staff proceeded with preparation of documents to record.

CSD staff calculates income that is verified on the city's third party verifications. This applicant's annual income was \$43,239.04 (\$3,603 monthly) at the time of intake. The information from the bank is not received until applicant has been approved for funding through the housing assistance programs. An award letter for approval is not issued until all verifications are submitted and reviewed to determine income eligibility.

All five (5) Verification of Public Assistance forms have the same address and were verified by an authorized representative of the agency. CSD staff did not attach as an exhibit due to the listing of social security numbers on these forms, however, they are available for review.

The applicant's application was completed on 10/20/05 and the Unemployment Affidavit is part of the application, therefore, CSD has concluded that the former CSD employee was rushing

and wrote the wrong year (10/20/06) on this form. The application is available for review because it was not included as an exhibit due to the applicant's personal information.

As previously noted, it is the responsibility of the title company to record the mortgage and note (*see exhibit 22, #5*), therefore, if it wasn't recorded then the title company need to be contacted to inquire why not. In addition, the applicant needs to be contacted to inquire about payments.

Case #22 – HOME Again Program

At the time of application intake, the power of attorney only list Betty Hunt. The applicant resided in the nursing home because of poor living conditions. The closing documents were completed by the title company and the documents in file shows where the power of attorney signed for the client.

All cost expended on this project were eligible expenses.

The \$3600 addendum is being paid back. CSD Staff was unaware of the association amongst all the individuals listed in the audit.

Please note that ALL Weatherization applicants were pre-selected and approved by former CRA Director and approved by its board (*see exhibit 23*). Funds were disbursed from CRA/FPRA account; therefore, there were no income eligibility requirements to be met in regards to Federal and State funding.

Case#23 – Weatherization Assistance (Account # 104-9400-554-83-40)

Application intake and approval was conducted by the Community Redevelopment Agency Director. The household's gross income was \$49,998; however, CSD funds were not utilized on this project.

The change order was submitted by the contractor on February 12, 2006; however, the change order approval form was typed by CSD staff on February 21, 2006, in which the original change order was stapled to this form (*see exhibit 24*). The final inspection was conducted February 13, 2006; therefore the original change order was submitted before job was finalized.

Case#24 – Weatherization Assistance

The Weatherization program is not funded by the Fort Pierce Housing Authority. This program was funded by the Community Redevelopment Agency.

There was a request by the applicant to receive funds to add on an addition, however, work was not performed. Two thousand, one hundred dollars (\$2,100) was expended to complete this project. When documents were submitted to the Clerk of the Circuit Court, the error in the amount was not noticed, which was an oversight by both agencies.

Case#25 – Weatherization Assistance

The application shows that there were three individuals in the household at the time of intake, which includes the 43 year old. The intake of this application and approval was conducted by the previous Community Re-Development Agency Director.

The applicant passed away while work was being conducted on the home. CSD staff will meet with current FPRA Director to determine how to address the matter being that this program was funded through CRA.

File photos can be located in each file to reflect completion of projects; therefore Kessler will need to provide documentation.

Change orders are for unforeseen repairs, therefore this property received rehabilitation assistance in addition to the weatherization program. The attached change order lists items of work performed (*see exhibit 25*). Finance can provide documentation to show where funds were allocated from.

Case#26 – Weatherization Assistance

CSD staff did not conduct the intake on weatherization applications.

The bids were re-negotiated due to Monarch Properties were already awarded two jobs.

The change order was submitted by the contractor on 5/12/06 and on 5/13/06 the job was finalized. All work was completed on this property (*see exhibit 26*).

Case#27 – Weatherization Assistance

CSD staff did not conduct the intake on weatherization applications.

Only one bid was submitted on project. The other costs listed were the bid estimates completed by the Rehabilitation Specialist.

The invoice for 3 G's Inc. forwarded to CSD staff was paid from the Weatherization Program. In some instances, contractors request that the subcontractors be paid directly by the city to ensure payment.

CSD Staff will consult with the FPRA director, being that the mortgage has been satisfied.

Case#28 – Weatherization Assistance

CSD staff did not conduct the intake on weatherization applications.

The bid submitted by contractor was for \$9,120 however it exceeded the bid estimate made by the rehab specialist. Therefore, CSD Staff renegotiated the bid submitted for \$8,180.

The change order that was submitted on April 3, 2006 by the contractor is missing several pages. The change order approval form was typed on 4/13/2006. The job was finalized on 4/11/2008 (*see exhibit 27*).

Case#29 – Weatherization Assistance

CSD staff did not conduct the intake on weatherization applications.

The client's roof leaked due to the past hurricanes severely damaging the cabinet and bathroom vanities. Pictures are currently missing from the file.

Case#30 – Weatherization Assistance

This applicant is not a city employee.

CSD staff did not conduct the intake on weatherization applications.

The contractor copy of the change order was re-submitted on 10/3/05 after the final inspection but before the check request was prepared. All work was completed and finalized (*see exhibit 28*).

Case#31 – Rehabilitation Assistance – HHR

Foreclosure Prevention – HHR/SHIP

Correctional fluid was used to show the correct income once all verifications were received. Five members were in the household; therefore, two rooms were needed for relocation. The invoice submitted from Sunset, was handwritten on letterhead. Motel invoices were for daily and/or weekly stays, therefore, several invoices are in file with different dates.

The mortgage was recorded; however, CSD staff will proceed with recording the Deferred Mortgage Note in the amount \$28,200.

The applicant was eligible for foreclosure prevention assistance.

Case#32 – Rental Assistance - HHR

Eviction Assistance – HHR

The CSD employee was an income eligible applicant, who was experiencing personal hardships and was qualified to receive assistance through the various programs.

No rental deposits have been returned to the city, but should funds be returned they will be re-deposited into a program income account and reused to fund eligible strategies.

Also, not that this applicant is not case #52.

Case#33 – Down payment Assistance – HHR/SHIP

The note has been recorded and was previously forward to the Finance Department.

The borrower met the program requirements of contributing a minimum of \$500.

CSD was not involved with any agreements with the buyer and seller in regards to closing costs.

Case#34 – Replacement Program – HHR

Documents show that the signature on the application dated 7/20/06, is that of the co-applicant.

The title company conducted the closing on this file. The applicant's current mortgage was with Harbor Federal, therefore, that lending institution remained in first place.

CSD staff with check with attorney's office to determine if the demolition needs to be included and if so a corrective mortgage will be prepared.

Case#35 – Down Payment Assistance – HHR/SHIP

Being that the original mortgage and note weren't booked in Finance, the Assistant Finance Director was working with CSD staff to amend documents so that payments would not be in the arrears (*refer to exhibit 21*).

The applicant met program guidelines to receive assistance. Verifications of all household members are included in the file.

Case#36 – Down Payment Assistance – HHR/SHIP

The Applicant was foreclosed on said property. Documents can be obtained from the City Attorney's Office.

Case#37 – Replacement Housing – HHR

The former CSD employee signed the application during the intake process and signed the income certification to certify the applicant's total household income once all verifications were received. The applicant made an error when checking incorrect box on the assets addendum. The income from applicant's asset was included in the total household income. Applicant was eligible for assistance.

CSD staff will contact building department to get actual date of final inspection, because it is unclear as to why there was a two year lapse with the building inspector signing to finalize the project.

There were several copies of change order requests in applicant's file; however, the former CSD employee approved only one in the amount of \$3,325.

CSD will prepare a corrective mortgage to include all expenses to complete the project.

Case#38 – Down payment Assistance – SHIP

When thoroughly reviewing the complete HUD 1 Settlement Statement, CSD staff verified that the applicant met the minimum requirement of \$500. The documents are located in file for review.

Case#39 – Down payment Assistance – SHIP

The applicant was approved by a lender and met all program guideline requirements. There is landlord documentation in file.

Case#40 – Down payment Assistance – HHR/SHIP

CSD staff spoke with the applicant and the applicant stated that they were the individual that signed the notarized document and disputes Kessler's statements.

Case#41 – Down payment Assistance – HHR/SHIP

The city attorney's office handles foreclosure proceedings. Once everything is settled, documents are forwarded to CSD.

Case#42 – Rehabilitation Program – HHR

Emergency Hazard Grant – HHR

The former community development director took lead on this file, therefore, work and negotiations with the applicant's family was approved by that former CSD employee.

Case#43 – Rehabilitation Program – HHR

Innovative provided services for housing rehabilitation. The applicant received assistance through the hazard mitigation strategy for storm shutters in the amount of \$5,950 by DiFrancesco.

The applicant's income was verified and was income eligible to receive assistance.

The bid proposals are too large to keep in an applicant's file; therefore, CSD has a separate filing system for bid documents. Kessler did not request this information. However bids are available for review.

Case#44 – Down payment Assistance – HHR/SHIP

Repairs to the property did not hold up the mortgage. CSD staff documented the file as to what took place with the repairs. A short sale was conducted on this property. The proceeds were received by the city utilizing a formula implemented by the CSD, Finance, and City Attorney Departments. Proceeds were deposited in to the SHIP Trust Fund and noted as recaptured funds.

Case#45 – Down payment Assistance – HHR/SHIP

Sunrise City CHDO has never completed a rehabilitation project for CSD.

CSD has the flexibility to schedule when an applicants' first payment it to begin based on their financial obligations.

Line 1305 of the HUD-1 statement indicates that the seller paid \$6,700 and the buyer contributed \$213 totaling \$6,973.13 for the FPUA Hookup fees.

Case#46 – Down payment Assistance – HHR/SHIP

CSD staff initially began having applicants complete two applications, one for SHIP and one for HHR, however, it was determined that it was unnecessary, so CSD staff used the same application for both programs since the eligibility guidelines were the same. At the time of application intake, the recipient was a Staff Auditor with Harbor Federal Savings Bank.

On 5/16/07, a change order was not submitted, but an addendum to contract for unforeseen and additional costs that occurred during construction of the home that was not initially included on the original construction contract. All cost was eligible expenses related to a construction loan.

The applicant is currently repaying HHR funds based on the two separate notes, however, on June 28, 2007, it was discovered that \$3,456.58 was not included on the original addendum check request. Former CSD staff did not amend original note and mortgage of the addendum request, however, a corrective mortgage will be prepared to include the extra funds received, which will increase the applicant's monthly payments by approximately \$9.00, keeping her payments affordable.

At the time of disbursements, George Bergalis was the Finance Director.

Case#47 – Eviction Prevention – HHR

The Foreclosure/Eviction Prevention strategy allows CSD to assist with bringing rental payments current and paying up to 3 months for eligible applicants.

Case#48 – Housing Re-Entry Assistance – SHIP

Eviction Assistance – SHIP

The applicant was income eligible to receive assistance through the various programs.

Case#49 – Rehabilitation Program – HHR/SHIP

CDS updates its Contractors Approval List annually based on the documents produced by the contractors and the City Clerk's office.

Funds were only disbursed for one change order in the amount of \$22,500 in which the Communitywide Council Advisory Board approved. However, there are several invoices in the file submitted by the contractor that were not approved. Documents are available for review in file.

Although the final inspection took place on 5/6/2009, all work had been completed to include the change order items. Funds were not disbursed until the change order was approved by the Communitywide Council Advisory Board. Former CSD staff did not include items in the original work write up that should have been attached as an addendum.

CSD staff does not direct applicants where to seek relocation and/or storage, but proper documentation is required prior to disbursement of funding.

Case#50 – Disaster Recovery - SHIP

This project was not funded by CSD funds. The former Community Development Director worked with the FPRA Director to assist this applicant due to the sale of the applicant's property.

REACH

The city met the advertising requirements when funds were initially advertised. No new strategies were implemented therefore; it wasn't a requirement to meet the 30 day advertising requirement.

An email blast was sent to employees of different agencies notifying them of the upcoming REACH Program, which was designed for essential service personnel, prior to the official newspaper Notice of Funding Availability (NOFA) advertisement required by SHIP statute 420.9075 (4)(b). Email recipients who called the CSD about the program were provided a predetermination one page form, in advance of the official advertisement. Several predetermination forms were submitted to the CSD by those who received advance notification. To rectify this situation, a letter with a copy of the newspaper's NOFA was sent to those who had submitted the predetermination forms explaining that applications could not be taken until April 14, 2008. The same applicants, who had already submitted forms, were allowed to notify the CSD on April 14, 2008 and ask that their predetermination form be reinstated.

Individuals completed a pre-determination forms, however, did not complete an application due to various reasons. Some did not meet the essential services personnel definition, had poor credit history, lack of required employment history, and/or many not wanting to reside in the designated target area, etc...

In order for an applicant's profile to be submitted to the selection committee, a verification of employment was completed; therefore, if the original employment of verification was not in the file, then it was removed or misplaced during the preparation of files for the audit. Meaning the applicant Kessler referring to was eligible to apply for assistance.

The two city employees, along with many others submitted their predetermination forms prior to the allowable date; however, all was notified of re-submittal and all obliged, as noted in previous paragraph. Predetermination forms, with a date, are in the file with a re-submittal notation on all who reapplied. All, whom requested to have their name placed on the waiting list, were placed on it.

The advertisement was for all funds and not phased out. All assisted were income eligible applicants. Kessler was informed that once the estimated cost was determined to complete the twelve homes, those requesting funds for phase two can be assisted. The former city manager authorized staff to proceed with closing, when one of the city employees complained to their supervisor, to other departments of needing to close, and since there was an estimated cost for construction of phase 1, and there still would be a balance of funds to be expended. CSD staff was tasked with estimating the cost for construction by multiplying the square footage of the house to be constructed by the estimated current cost to construct.

The maximum award amount for the Land Acquisition REACH program is \$250,000, and it was approved by the State (*see exhibit 29*); therefore, no guidelines were violated. Also, deferred loans were provided to the residents of the Oaks at Moore's Creek (*see exhibit 30*).

The construction of the REACH project did not go over budget. Originally, \$1.8 million was allocated for this project. All applicants have a loan amount and deferred loan about; therefore, for example, if the cost of construction was \$132,207.52 and the loan amount was \$105,000, then \$27,207.52 is the deferred loan amount. Meaning the affordable amount the applicant is repaying is the loan amount and the difference plus the cost of the land is deferred and would have to be paid in full if the applicant defaults.

CSD is unclear as to Kessler's notation on the applicants' chart.

City Employee 1 - Case#51

CSD staff originally used the city's AS400 system in which it was discovered that the Incorrect program had been utilized to determine bi-weekly payments. CSD staff made corrections utilizing the program recommended by the Assistant Finance Director to prepare a new amortization schedule for applicant. The new program increased payments, in which the interest rate had to be lowered to keep home affordable. The program interest rate range from 0%-5%, therefore, the amendment remained within program guidelines. The modification took place after the closing and the attorney's office and finance department were to modify and re-record documents.

The city attorney's office is drafting a Note Modification Agreement and CSD is unaware of its status.

The deposits made by borrower to the seller are not program income and cannot be deposited back in the program account. The borrower contributed \$4,600 to the purchase of the property, and received \$3,823.37 at closing, meeting the program requirements of contributing

a minimum of \$500. Transactions between the borrower and the seller are calculated by the title company.

Escrow for insurance and taxes are included in applicant's payments; therefore, advance payments are not required.

City Employee #2 – Case #52

The city attorney's office drafted a Note Modification Agreement (see Exhibit 9) and CSD is unaware of its status.

CSD staff originally used the city's AS400 system in which it was discovered that the incorrect program had been utilized to determine bi-weekly payments. CSD staff made corrections utilizing the program recommended by the Assistant Finance Director to prepare a new amortization schedule for applicant. The new program increased payments, in which the interest rate had to be lowered to keep home affordable. The program interest rate range from 0%-5%, therefore, the amendment remained within program guidelines. The modification took place after the closing and the attorney's office and finance department were to modify and re-record documents.

The applicant's closing costs were \$3,462.07.

Conclusion

A copy of the audit report was provided to the CSD Assistant Director on January 25, 2010 @ 11:27 AM, with a turnaround time to have a thorough review completed by February 1, 2010. Although, there was limited review time, CSD worked diligently to prepare this response to the best of their ability, therefore, additional time may be requested to respond to questions that may arrive from this reply.

Files were in a state of disarray and documents are missing. CSD staff cannot attest to the condition of the files that were reviewed by Kessler due to the fact that they were pulled, reviewed, and copied by the Assistant Finance Director before and during the audit.

Many of the listed allegations outlined in this audit could have been addressed and clarified if the CSD staff would have been afforded an exit interview prior to the report being completed and submitted to the public. The public can be assured that no federal or state guidelines have been violated at any time during the administration of these funds.

Staff actions have been no way brought into question the creditability and integrity of other city staff. CSD are as well dedicated, hardworking employees who go beyond the call of duty to try

and insure that all applicants are treated according the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended in 1988.

Additionally staff recommends that it may be beneficial to have an information session scheduled to try and alleviate some of the misconceptions of the CSD and the day to day operations.

Exhibit 1



FLORIDA PLANNING GROUP
INC.

February 20, 2008

Dorina Jenkins, SHIP Administrator
City of Fort Pierce
Community Development Department
Post Office Box 1480
Fort Pierce, Florida 34954

Re: City of Fort Pierce
Annual SHIP/HHRP Program Review

Dear Ms. Jenkins:

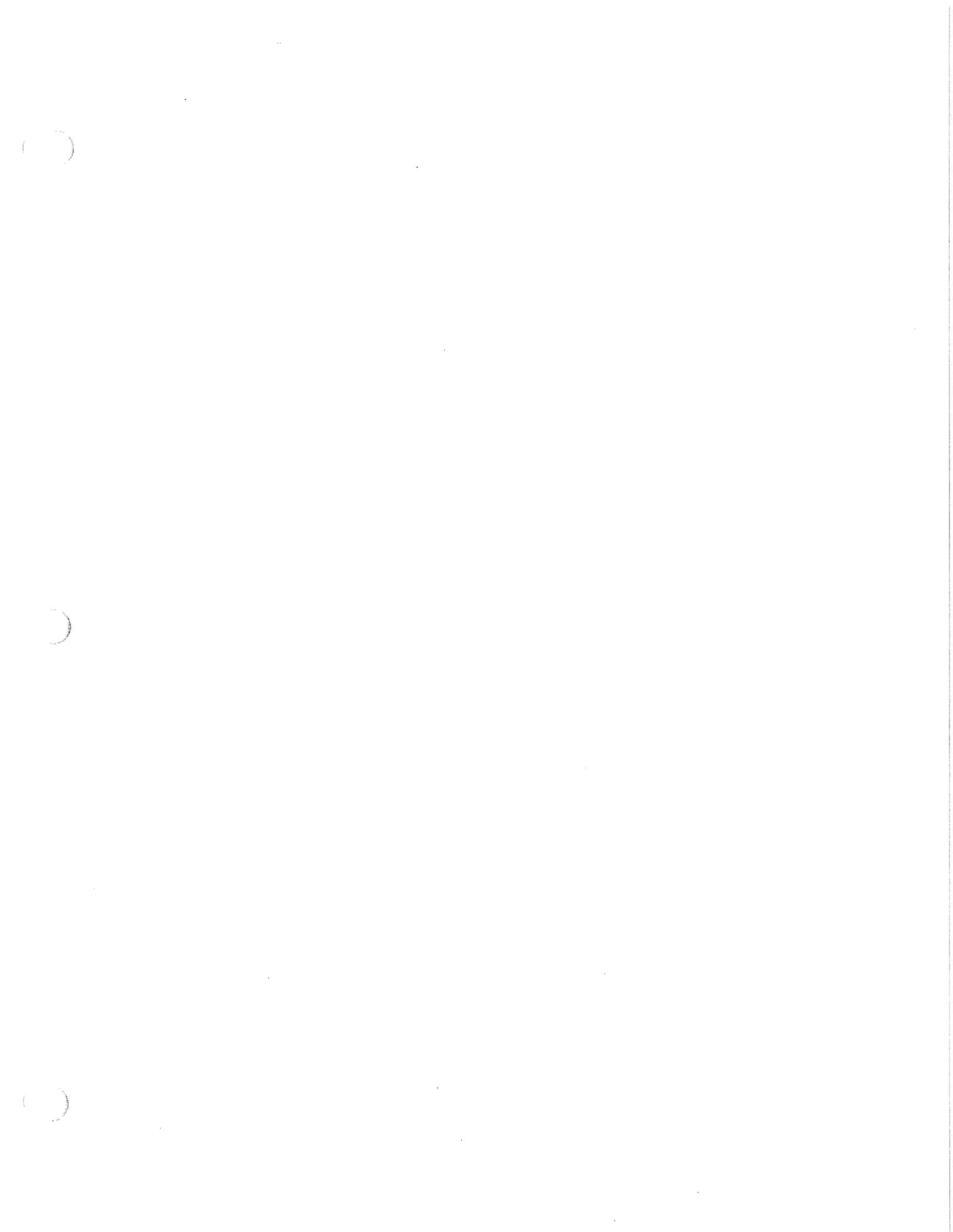
Enclosed please find the SHIP and HHRP Program Reviews for the City of Fort Pierce. Please acknowledge receipt of the Review Reports by signing, dating and returning one copy of each by **March 3**. A written response to each Review Report must be received by Florida Planning Group and Florida Housing Finance Corporation no later than 5:00 p.m. **March 21**. If you have any questions, please do not hesitate to call.

Yours truly,

Elaine S. Wright
Monitoring Manager

cc: Matt Juggenheimer, Compliance Manager, FHFC
Stan Fitterman, Senior Technical Advisor, Florida Housing Coalition
Robert J. Benton, III, Mayor of Fort Pierce

Enclosures



SHIP PROGRAM REVIEW AND PHYSICAL INSPECTION REPORT

Local Government: Fort Pierce
 State Fiscal Year (SFY): 2004-5, 2005-6, 2006-7
 Number of Files Examined: 15

Date of Review: February 11-12, 2008
 Monitoring Agent: Florida Planning Group, Inc.
 Number of Physical Inspections: 5

A. EXAMINATION OF RECORDS		Max Points	Points	N/A	See Comments
1.	Files & Records	10	10		
2.	Applications & Processing	10	10		
3.	Verifications of Income	20	8		X
4.	Income Certification - Home Ownership	20	10		X
5.	Income Certification - Rental	20	20		
6.	Rental Development Records	0		X	
7.	Downpayment and Closing Cost Assistance	10	10		
8.	New Construction, Rehabilitation or Emergency Repairs	10	10		
9.	Recipient File Discrepancies	10	8		X
10.	Finance: Recipient Expenditure to Tracking System	20	20		
11.	Finance: Recipient Expenditure to General Ledger	20	20		
Totals:		150	126		

Examination of Records Score: **84%**

B. ADMINISTRATIVE PROCEDURES		Max Points	Points	N/A	See Comments
1.	Maximum Award	20	20		
2.	Selection Criteria	10	10		
3.	Annual Report Submission	20	20		
4.	Minimum Home Ownership Requirements	20	20		
5.	Income Limit Set-Aside Requirements	20	18		X
6.	Advertising	10	10		
7.	Organization and Supervision	10	5		X
8.	Staffing	10	8		
9.	Operating Procedures and Manuals	10	8		
10.	Training	10	7		
11.	Finance: Tracking System to Annual Report	20	20		
12.	Finance: Administrative Expenditures	10	10		
Totals:		170	156		

Administrative Procedures Score: **92%**

C. PHYSICAL INSPECTION		Max Points	Points	N/A	See Comments
1.	Single Family Home Ownership	10	10		
2.	Single Family Rehabilitation	10	10		
3.	Rental Developments	0		X	
Totals:		20	20		

Physical Inspection Score: **100%**

Aggregate Points Totals: **340 / 302**

Overall SHIP Program Review Score: **89%**

Please acknowledge receipt by signing and returning a copy of the Review to the Monitoring Agent no later than **March 3, 2008**. A written response addressing each section of the Review stating how the discrepancies have been corrected is due to the Monitoring Agent and to Florida Housing Finance Corporation no later than **March 21, 2008**.

Note: If an adequate response is not received, Florida Housing may require the Local Government to submit a Compliance Remedy Proposal.

Florida Planning Group, Inc.
 Monitoring Agent
 Signature: *Elaine S. Wright*
 Elaine S. Wright
 Name
 Monitoring Manager
 Title
 February 20, 2008
 Date

City of Fort Pierce
 Local Government
 Signature: *Dorina Jenkins*
 Dorina Jenkins
 Name
 SHIP Administrator
 Title
 2/25/08
 Date

Item Number	For each "U" or "COMMENTS" marked with an "X", describe findings and or give recommendations for corrections.
A	<p>EXAMINATION OF RECORDS</p> <p>3 Verifications of Income Although asset information is generally obtained as required, the information, including the income that the assets produced, was not always included in the income computation.</p> <p>4 Income Certification Several of the income certifications contained minor errors in the calculation of household income.</p> <p>9 Recipient File Discrepancies Lanese - This household received \$6,000 in SHIP downpayment assistance, but the closing statement did not show the SHIP contribution. Rowe - a) The income computation for the second adult in the household included only one quarter's earnings rather than one year. The income classification was not affected. b) The file included a request for a payoff amount from February 2007, but no indication if the loan was paid and the lien satisfied. Peterson - a) This recipient of purchase assistance purchased a home from Habitat for \$156,700. The file did not contain an appraisal to support the purchase, or an executed closing statement. b) The income calculation included an incorrect amount for child support, but the income classification was not affected. Brice - This client received assistance from SHIP and CDBG. The reviewers had difficulty determining what portion of the assistance was SHIP. The file summary sheet showed SHIP assistance of \$15,000, the SHIP report showed SHIP assistance of \$12,404, and the lien documents were for two amounts: \$11,160 and \$6,000. Finletter - Mr. Finletter is shown on the SHIP mortgage, but not on the household composition, or income certification. The reviewers did not find documentation of a separate residence. (The promissory note was not located, so it was not known whether he was included therein.)</p>
B	<p>ADMINISTRATIVE PROCEDURES</p> <p>5 Income Limit Set-aside Requirements Income computation errors can result in misclassifications, and a possible problem in achieving the required set-asides.</p> <p>7 Organization and Supervision It is recommended that management staff provide increased oversight of the application and income computation process.</p>

HHR PROGRAM REVIEW AND PHYSICAL INSPECTION REPORT

Local Government: Fort Pierce
 State Fiscal Year (SFY): 2006-7
 Number of Files Examined: 25

Date of Review February 11-12, 2008
 Monitoring Agent: Florida Planning Group, Inc.
 Number of Physical Inspections: 8

	Max Points	Points	N/A	See Comments
A. EXAMINATION OF RECORDS				
1. Files & Records	10	9		
2. Applications & Processing	10	10		
3. Verifications of Income	20	10		X
4. Income Certification - Home Ownership	20	10		X
5. Income Certification - Rental	20	10		X
6. Rental Development Records	0			X
7. Downpayment and Closing Cost Assistance	10	7		X
8. New Construction, Rehabilitation or Emergency Repairs	10	10		
9. Recipient File Discrepancies	10	7		X
10. Finance: Recipient Expenditure to Tracking System	20	20		
11. Finance: Recipient Expenditure to General Ledger	20	20		
Totals:	150	113		
Examination of Records Score: 75%				
B. ADMINISTRATIVE PROCEDURES				
1. Maximum Award	20	20		
2. Selection Criteria	10	10		X
3. Annual Report Submission	20	20		
4. Minimum Home Ownership Requirements	20	20		
5. Income Limit Set-Aside Requirements	20	18		X
6. Advertising	10	10		
7. Organization and Supervision	10	5		X
8. Staffing	10	10		
9. Operating Procedures and Manuals	10	8		
10. Training	10	7		
11. Finance: Tracking System to Annual Report	20	20		
12. Finance: Administrative Expenditures	10	10		
Totals:	170	158		
Administrative Procedures Score: 93%				
C. PHYSICAL INSPECTION				
1. Single Family Home Ownership	10	10		
2. Single Family Rehabilitation	10	10		
3. Rental Developments	10	10		
4. Multifamily Rental Developments	0			X
Totals:	30	30		
Physical Inspection Score: 100%				
Aggregate Points Totals:				
	350	301		
Overall SHIP Program Review Score:				
	86%			

Please acknowledge receipt by signing and returning a copy of the Review to the Monitoring Agent no later than March 3, 2008. A written response addressing each section of the Review stating how the discrepancies have been corrected is due to the Monitoring Agent and to Florida Housing Finance Corporation no later than March 21, 2008.

Note: If an adequate response is not received, Florida Housing may require the Local Government to submit a Compliance Remedy Proposal.

Florida Planning Group, Inc.
 Monitoring Agent
 Signature: *Elaine S. Wright*
 Name: Elaine S. Wright
 Monitoring Manager
 Title: _____
 Date: February 20, 2008

Fort Pierce
 Local Government
 Signature: *Dorina Jenkins*
 Name: Dorina Jenkins
 SHIP Administrator
 Title: _____
 Date: 2/25/08

Item Number	For each "U" or "COMMENTS" marked with an "X", describe findings and or give recommendations for corrections.
A	<p>EXAMINATION OF RECORDS</p> <p>3 Verifications of Income</p> <p>a. Information concerning assets and the income that they produce was not consistently obtained and included in the household income calculations.</p> <p>b. In many of the case files, there were errors in the calculation of household income. These were individually discussed during a lengthy exit meeting.</p> <p>4 Income Certification (Home Ownership)</p> <p>a. The income amounts on the income certifications contained many changes, strikeouts, and white-outs. The client's "certification" of household income loses its validity if the totals are changed after his/her signature.</p> <p>b. The Effective Date was left blank on many of the Income Certification forms.</p> <p>5 Income Certification (Rental)</p> <p>The income amounts on the income certifications contained many changes, strikeouts, and white-outs. The client's "certification" of household income loses its validity if the totals are changed after his/her signature.</p> <p>7 Down Payment and Closing Cost Assistance</p> <p>a. Four of the six home purchase files contained only preliminary closing statements. Copies of the actual closing statements should be retained.</p> <p>b. Some of the City's home purchase cases were financed with a combination loan and deferred payment loan (DPL). The section of the promissory note pertaining to the deferred payment loan is unclear as to whether it (the DPL) is forgiven when the loan is satisfied, or whether it (the DPL) remains on the property for a 30-year occupancy period.</p> <p>9 Recipient File Discrepancies</p> <p>Holt - The City's HHAP provides a maximum HHR payment of \$90,000 housing replacement payment for moderate income households. This moderate income household received \$99,000.</p> <p>Miyamoto - a) The City's HHAP provides a maximum HHR payment of \$90,000 housing replacement payment for moderate income households. This moderate income household received \$100,000. b) There was no income or student information concerning the 20-year old resident daughter.</p> <p>Porter - This homeowner's signature was signed by her husband on City certifications and notarized statements. If she was incapacitated, alternate legitimate arrangements should have been made.</p> <p>Davis - The reviewer's calculations indicated that this client's household income was ELI rather than VLI as shown on the status report.</p> <p>Harris - The reviewer's calculations indicated that this client's household income was Low. The status report says VLI; the income certification and file show ELI.</p> <p>Leroy - a) The reviewer's calculations indicated that this client's household income is Low. The status report shows VLI. b) The text of the promissory note is contradictory. The text says that the loan is at zero percent interest, but the mortgage, and a chart in the note, show 1% interest.</p>
B	<p>ADMINISTRATIVE PROCEDURES</p> <p>5 Income Limit Set-Aside Requirements</p> <p>Income calculation errors can result in misclassifications, and a possible problem in achieving the required set-asides.</p> <p>7 Organization and Supervision</p> <p>It is recommended that management staff provide increased oversight of the application and income computation process.</p>

Guidelines for Interpreting the Overall SHIP and HHR Program Review Scores*:

SCORES:

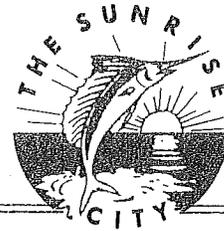
≥ 90%	Normal review rotation shifted, providing additional interim year between reviews
≥ 80%, but ≤ 90%	Normal review rotation.
≥ 70%, but ≤ 80%	Follow-up review required, possible Technical Assistance required.
≥ 60%, but ≤ 70%	Follow-up review required in conjunction with Technical Assistance and possible
≤ 60%	Notification to Governor's Office, indefinite suspension of future funds, other.

This set of guidelines is not all-inclusive or final. Florida Housing retains the right to amend these guidelines if the Corporation sees fit, and to request reviews at its discretion.

Exhibit 2

7
CITY OF FORT PIERCE
Florida

FILE



DEPARTMENT OF COMMUNITY DEVELOPMENT
ECONOMIC DEVELOPMENT DIVISION • COMMUNITY SERVICES DIVISION
P. O. BOX 1480 • FORT PIERCE, FLORIDA 34954
(772) 460-2200 • FAX (772) 461-2954

March 19, 2008

COPY

Elaine S. Wright
Monitoring Manager
Florida Planning Group, Inc.
13500 Sutton Park Drive South, Suite #401
Jacksonville, FL 32224

RE: City of Fort Pierce Response to SHIP and HHR Monitoring Review Reports

Dear Ms. Wright:

Listed below are the responses to the City of Fort Pierce's SHIP and HHR Program Monitoring Review Reports:

SHIP Program Review Report

A. Examination of Records

(3) Verification of Income

It was discussed with staff at the exit interview to ensure that all asset information is included in the income computations. Cross checking will be performed on all files.

(4) Income Certification

Staff has corrected errors made on the income certifications that were discussed at the exit interview. In the future, staff will carefully calculate the annual household income and attach calculation tape to verification forms.

(9) Recipient File Discrepancies

Lanese – As discussed at the exit interview, the SHIP funds of \$6,000 was included with amount paid by/or in behalf of borrower on line #201 of the Preliminary HUD Settlement Statement. However, staff located a copy of final HUD that identifies SHIP funds separately located in another pocket in the file. In the future, staff will remove preliminary forms and place only final documents in files during closing.

Rowe – a) The remaining earnings for the second adult has been included in the annual household income computations. b) A copy of the satisfaction of mortgage has been included in the applicant's file. In the future, staff will carefully calculate household income for every member to ensure proper income classifications and include documentation for mortgages that have been satisfied.

Peterson – a) A copy of the appraisal and executed closing settlement statement has been requested from Habitat and will be placed in the applicant's file once received. b) The correct amount for child support has been included in the annual household computation. In the future, staff will carefully calculate household income and attach calculation tape to ensure proper income classifications.

Brice – Mr. Brice was awarded a maximum of \$15,000 from SHIP and \$12,404 was utilized to complete the job. The file summary sheet has been corrected to reflect the same as reported on the SHIP report. Mr. Brice qualified for a combination deferred and direct loan as follows: \$11,160 deferred loan for six years; and promissory note of \$6,000 (direct loan) both of which are attached to the mortgage. The remaining balance of \$4,756 was dispersed from CDBG funds.

Finletter – Documentation for separate residence for Mr. Finletter has been placed in the applicant's file. The promissory note was located in the HHR file and it reflects that Mr. Finletter did not sign the promissory note. A copy of the promissory note has been placed in applicant's file. Staff will ensure that when an applicant receives multiple funding, all documents will be placed in every file.

B. **Administrative Procedures**

(5) Income Limit Set-aside Requirements

In the future, staff will carefully calculate annual household income computations to meet program set-aside requirements. Files will be crossed checked by intake staff prior to submitting to management for review and approval.

(7) Organization and Supervision

Management will carefully review complete applications, after cross checking by two staff members have been performed, prior to processing for approval. Program oversight will increase for improvement.

HHR Program Review Report

A. **Examination of Records**

(3) Verifications of Income

- a. Staff will thoroughly check files to make sure calculations, income limits, and all guidelines are correct. Corrections were made after the exit meeting.

- b. When processing files, staff will thoroughly review all household income and attach calculation tape to verification forms. Corrections were made to files identified during the exit interview.

(4). Income Certification (Home Ownership)

- a. To eliminate and/or reduce changes, strikeouts, and the use of wite-out, staff will complete applications to include signatures, during the interview verses providing the applicant with an application to complete and return.
- b. Staff pulled all applications identified at the exit interview to input the effective date. Conducting one-on-one interviews to complete applications will eliminate incompleteness of forms.

(5). Income Certification (Rental)

To eliminate and/or reduce changes, strikeouts, and the use of wite-out, staff will complete applications to include signatures, during the interview verses providing the applicant with an application to complete and return.

(7). Downpayment and Closing Cost Assistance

- a. Final closing statements were placed in files identified at exit interview. In the future, all final closing documents will be placed in file during closing. Preliminary documents will be removed.
- b. Files identified at exit interview were pulled and corrections were made to the promissory note and forwarded to the finance as well as homeowners. Future promissory notes will be revised prior to closing.

(9). Recipient File Discrepancies

Holt - The City's Communitywide Council Advisory Board approved the necessary increase for Steve Holt's home replacement at its February 13, 2008 meeting. The award amount was \$90,000.00 and the construction was completed in the amount of \$102,211.70. In the future staff will receive approval from the advisory board for all housing projects that exceeds 20% of the maximum award amount.

Miyamoto - a). The City's Communitywide Council Advisory Board approved the necessary increase for Lilia Miyamoto's home replacement at its February 13, 2008. The award amount was \$90,000.00 and the construction was completed in the amount of \$120,405.60. In the future staff will receive approval from the advisory board for all housing projects that exceeds 20% of the maximum award amount. b). Mrs. Miyamoto's 20 year old daughter is a student; therefore, notation was made on the income certification and application. Future applications will be reviewed carefully for student status.

Porter – It was noted on the comment sheet stating why Mrs. Porter's husband signed her name while she was hospitalized, as it was explained in the exit interview. In the future staff will request a power-of-attorney before such applications are processed or visit the hospital to complete file processing.

Davis - Corrections were made on the applicant's income certification and on the tracking report. Future files will be cross checked prior to submitting for approval.

Harris - Corrections were made on the applicant's income certification and on the tracking status report. Future files will be cross checked prior to submitting for approval.

Leroy – a). The applicant's income category was corrected on the status report.
b). The text in the promissory note was corrected detailing a 1% interest rate. Revised notes were forwarded to the Finance Department as well as homeowner.

B. Administrative Procedures

(5). Income Limit Set-Aside Requirements

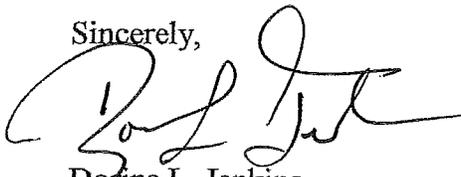
In the future, staff will carefully calculate annual household income to meet program set-aside requirements. Files will be crossed checked by intake staff prior to submitting to management for review and approval.

(7). Organization and Supervision

Management will carefully review complete applications, after cross checking by two staff members have been performed, prior to processing for approval. Program oversight will increase for improvement.

Should you require additional information, feel free to contact me at (772)460-2200, Ext. 230.

Sincerely,

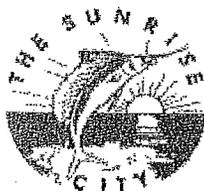


Dorina L. Jenkins
Community Services Asst. Director

/dlj

cc: Matt Jugenheimer, Compliance Manager, FHFC
Stan Fitterman, Senior Technical Advisor, Florida Housing Coalition
Mayor Robert J. Benton, III
Sadie Cooper, Program Specilaist
Serena Knight, Program Specialist
File

Exhibit 3



INTEROFFICE MEMORANDUM
FROM THE OFFICE OF THE
CITY MANAGER

TO: Gloria J. Johnson, Director of Finance
FROM: David L. Recor, ICMA-CM, City Manager
RE: Temporary reassignment of Melissa Moore
DATE: October 30, 2009

A handwritten signature in black ink, appearing to read "D. Recor", written over the "FROM:" line of the memorandum.

As we discussed earlier this week, I have decided to temporarily reassign Melissa Moore to the Community Development Department effective Monday, November 2, 2009, in anticipation of further inquiry, evaluation and a forensic audit of the programs and activities in the Community Services Division.

Melissa is familiar with the programs in the Division and has a working relationship with Division staff. She also has experience as an auditor and I believe her skills could be put to good use as we prepare to dig deeper into the allegations of favoritism and other improprieties in the Community Services Division. I am also hopeful that this temporary reassignment will allow for a "cooling off" period in the Finance Department amidst concerns of a hostile work environment expressed by Department staff.

While Matt Margotta, Director of Community Development, will ultimately determine Melissa's role and responsibilities, I have generally indicated to you both that I expect Melissa to coordinate accurate and complete responses to the numerous outstanding public records requests regarding the Community Service Division's housing programs, applications processes, mortgage documents, repayment and forgiveness schedules, etc. I also expect that Melissa will work closely with the forensic accounting firm and that she will utilize her auditing and accounting skills to become intimately familiar with the Division's files and records enabling her to see through the complexities with objectivity and fairness. As she maneuvers her way through a mountain of data and information, I expect her to identify any suspicion of misconduct, abuse, wasteful activity or any other anomaly.

I expect the duration of this temporary assignment to last between 60 - 90 days at which time I anticipate that Melissa will return to her regular duties and responsibilities as Assistant Director of Finance.

Let me know if you have any questions.

cc: The Honorable Mayor and Members of the City Commission
Robert V. Schwerer, City Attorney
Matthew G. Margotta, AICP, Director of Community Development
Melissa Moore, Assistant Director of Finance

Exhibit 4



"Lydia Beltran"
<beltran@flhousing.org>
01/29/2010 11:23 AM

To <DJenkins@City-FtPierce.Com>
cc "Evelyn Rusciolelli" <rusciolelli@flhousing.org>
bcc
Subject RE: TA Question ["Watchdog": checked]

The Coalition staff has always informed local jurisdictions that the Income tax return is not required by HUD 4350.3. However, in cases when the Verification of Employment cannot be obtained, Coalition staff has advised local jurisdictions that they can require such documentation as a last resort to obtain employment income information. In addition, it was highly recommended that this practice be a local policy and that the last resort option be applied consistently as per the local policy.

Regards,
Lydia Beltrán
954.458.4969

From: DJenkins@City-FtPierce.Com [mailto:DJenkins@City-FtPierce.Com]
Sent: Friday, January 29, 2010 7:40 AM
To: Lydia Beltran
Cc: Evelyn Rusciolelli
Subject: RE: TA Question ["Watchdog": checked]

Good morning

Question: When is it that SHIP Administrators were informed that during the intake of applicants, Federal Income Tax Return was no longer to be used and why?

Thanks
D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell

APPLICANT'S INFORMATION

Applicant's Name (Last) (First) (Middle)			Home Phone ()	
Present Street Address	City	State	Zip Code	No. of Years
Former Street Address (If at current address for less than 2 years)	City	State	Zip Code	No. of Years ___ Own ___ Rent
Marital Status ___ Married ___ Unmarried (Single, divorced, or widowed) ___ Separated		No. Of Dependents (Living in home)		Ages
Name and Address of Employer				Self-Employed? ___ Yes ___ No
Business Phone No. ()	Position/Title	Type of Business	No. of Yrs. on job	Yrs. In this line of Work
Name and Address of Previous Employer			No. Of Yrs. On job	Business Phone ()

CO-APPLICANT'S INFORMATION

Applicant's Name (Last) (First) (Middle)			Home Phone ()	
Present Street Address	City	State	Zip Code	No. of Years
Former Street Address (If at current address for less than 2 years)	City	State	Zip Code	No. of Years ___ Own ___ Rent
Marital Status ___ Married ___ Unmarried (Single, divorced, or widowed) ___ Separated		No. Of Dependents (Living in home)		Ages
Name and Address of Employer				Self-Employed? ___ Yes ___ No
Business Phone No. ()	Position/Title	Type of Business	No. of Yrs. on job	Yrs. In this line of Work
Name and Address of Previous Employer			No. Of Yrs. On job	Business Phone ()

HOUSEHOLD COMPOSITION

(List all members who live in your home. Give the relationship of each family member to the head of household).

Member No.	Full Name	Relationship	Age	Race	Social Security Number
1					
2					
3					
4					
5					
6					
7					
8					

A. Does anyone live with you now who is not listed above? ___ Yes (Explain) ___ No

B. Does anyone plan to live with you in the future? ___ Yes ___ No

MONTHLY HOUSING EXPENSE & INCOME

Item	Monthly Payment	Unpaid Balance	Describe any special financing circumstances:
a. First Mortgage (P&I)	\$	\$	
b. Second Mortgage (P&I)	\$	\$	
c. Rental/Lease	\$	\$	
c. Hazard/ Flood Insurance	\$	\$	
d. Real Estate Taxes	\$	\$	
e. Utilities	\$	\$	
f. Other (please specify)	\$	\$	
g. TOTAL	\$	\$	

LIABILITIES (List outstanding obligations [your debts] including auto loan, credit cards, charge accounts, credit union loans, personal loans, real estate loans {except for the home you live in}, and all other loans.)

Type	Creditor's Name	Monthly Payment	Unpaid Balance	Due Date

If a "Yes" answer is given to any questions below, please explain on an attached sheet

- Do you have any outstanding unpaid judgements? Yes No Amount (if applicable) \$ _____
- In the past 7 years, have you been declared bankrupt? Yes No
- Are you a party in a law suit? Yes No
- Have you had property foreclosed upon or given title or deed in lieu thereof? Yes No
- Are you a co-maker or endorser on a note? Yes No
- Are you obligated to pay alimony, child support, or separate maintenance? Yes No Amount (if applicable) \$ _____

Household Member	Wages/ Salaries	Benefits/ Pensions/ Social Security	Public Assistance	Real Estate Gross Income	Other Income (bonus, tips, overtime, commissions)
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
TOTAL					

AGREEMENT: The undersigned applied for assistance indicated in this application to be secured by a mortgage or deed of trust on the property described herein, and represents that the property will not be used for any illegal and/or restricted purpose, and that all statements made in the application are true and are made for the purpose of obtaining a loan, combination loan and grant, or grant. Verification may be obtained from any source named in this application. The original or a copy of this application will be retained by our office, even if the assistance is not granted.

The undersigned(s) intend to occupy the property as their primary residence.

I/we authorize this office to obtain credit information for the purpose of evaluating this application and disclose this same information to local agencies participating in the program.

CERTIFICATION: Under the penalties of perjury, I/we certify that the taxpayer identification number (i.e. social security or employer identification number) listed in this application is true, correct, and complete.

I/we full understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 10114.

Federal Collection Policies for Consumer Debts the Federal Government is authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit bureau
- Refer your account to the Department of Justice for litigation in the courts
- Access additional interest and penalty charges for the period of time that the payment is not made
- If currently a retired Federal employee, take action to offset your salary, or civil services retirement benefits
- Access charges to cover additional administrative costs incurred by the government to service your account
- Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund
- Offset amounts owed to you under other Federal programs
- Report any written off debt to the Internal Revenue Service as taxable income
- Refer your account to a private collection agency to collect the amount due

All of the above actions can, and will be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

I/We have read and understand the actions of the Federal Government can take in the event that I fail to meet my scheduled payments in accordance with the terms and conditions of my agreement.

APPLICANT(S) CERTIFICATION: I certify that the information given by me is accurate to the best of my knowledge. I give permission for any authorized employee of the City of Fort Pierce to verify any statements made me/us.

Applicant's Signature _____ Date _____

Co-Applicant's Signature _____ Date _____

Interviewer's Signature _____ Date _____

OFFICIAL USE ONLY Assigned to: _____ Program

**Florida Housing Finance Agency
State Housing Assistance Programs**

INCOME CERTIFICATION-HOMEOWNER

Effective Date: _____

Program Year: _____

Part I: HOUSEHOLD AND INCOME DATA

A. Applicant Information

1. Current Homeowner: Yes _____ No _____
2. Homebuyer: Yes _____ No _____
3. Purchasing: Existing Unit _____ Newly Constructed Unit _____
4. Existing Homeowner: Date of Execution of Assistance Agreement _____
5. Homebuyer: Closing Date _____

B. Names of all Household Members (Last, First)	Relationship	Birth Date/Age
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
C. Household Size	E. Check Subsidy Use & Circle Program	
_____	___ Rehabilitation (CDBG, SHIP, HHR, DR, Other)	
	___ Down Payment Assistance (SHIP, HHR, DR, Other)	
D. Household Designation	___ Replacement (HHR, DR, Other)	
ELI _____	___ Emergency Repair (CDBG, SHIP, Other)	
VLI _____	___ Hazard Mitigation/Disaster (HHR, SHIP, Other)	
LI _____	___ Foreclosure Prevention (SHIP, HHR, Other)	
MI _____	___ Acquisition of Building Materials	
Over 120% AMI _____	___ Eviction Prevention (Rental)	
	___ Housing Re-Entry (Rental)	
	___ Other	

F. Assets: All Household Members

Household Member	Asset Description	Total Cash Value	Income from Assets
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
(8)			
Total Net Value of Assets		F(a) \$ _____	
Total Actual Asset Income			F(b) \$ _____
If line F(a) is greater than \$5,000, multiply that amount by HUD approved passbook rate 2% and enter results in F(c); otherwise leave blank.			F(c) \$ _____

G. Anticipated Annual Income: Earned Income and support paid on behalf of minors.

Household Member	Wages/ Salaries	Benefits/ Pensions	Public Assistance	Other Income (bonus, overtime, tips, commissions)	Asset Income
(1)					Enter the greater of lines F(b) or F(c), above, in box (e) below.
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
Totals	(a)	(b)	⊙	(d)	(e)
Enter total of items G(a) through G(e). This is Annual Income					\$ _____

PART II: INCOME CERTIFICATION

A. Household Data: For reporting purposes only and not to determine eligibility (Check all that apply)

<u>Race</u>		<u>Special Needs</u>	
<input type="checkbox"/> White, Nonhispanic	<input type="checkbox"/> Asian & _____	<input type="checkbox"/> Elderly	<input type="checkbox"/> Homeless
<input type="checkbox"/> Black, Nonhispanic	<input type="checkbox"/> American Indian & _____	<input type="checkbox"/> Farmworker	<input type="checkbox"/> Persons with Aids
<input type="checkbox"/> Hispanic (Black or White)	<input type="checkbox"/> Native Hawaiian	<input type="checkbox"/> Other	<input type="checkbox"/> Handicapped/Disabled
<input type="checkbox"/> Other Multi Racial			
<input type="checkbox"/> Other: _____			

B. Student Eligibility: Are any of the applicants students enrolled at least half time and not eligible to be claimed as a dependent of his/her/their parent(s) or guardian for Federal Income Tax Purposes?

_____ Yes _____ No _____ Not Applicable

(NOTE: Students are eligible for assistance if he/she/they do not live with their parent(s) or guardian, and are not a dependent under IRS code.)

C. Applicant Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided for each person set forth in item 2A acceptable verification of current anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

(SIGNATURE - HEAD OF HOUSEHOLD)

DATE

(SIGNATURE - SPOUSE/CO-HEAD OF HOUSEHOLD)

DATE

D. Agency Statement: Based on the income information provided by the household and upon proofs and documentation submitted, per the U.S. Department of Housing and Urban Development current income guidelines, the household is: (check one)

_____ **Extremely-Low-Income (ELI)** Household based on the current applicable definitions of up to **30%** of the median of the income for the area adjusted for family size

_____ **Very-Low-Income (VLI)** Household based on the current applicable definitions of up to **50%** of the median of the income for the area adjusted for family size

_____ **Low-Income (LI)** Household based on the current applicable definitions of up to **80%** of the median income for the area adjusted for family size

_____ **Moderate Income (MI)** Household based on the current applicable definitions of up to **120%** of the median income for the area adjusted for family size

_____ **Over 120% AMI** Household based on the current applicable definitions above 120% of the median of the income for the area adjusted for family size

SIGNATURE OF THE PROGRAM STAFF OR HIS/HER DESIGNATED REPRESENTATIVE:

Approved for assistance: _____ Adjusted household annual income: \$ _____

Denied for assistance _____ (Explain): _____

Name: _____ Date: _____

Signature: _____ Title: _____

SIGNATURE OF THE PROGRAM STAFF OR HIS/HER DESIGNATED REPRESENTATIVE:

Approved for assistance: _____ Adjusted household annual income: \$ _____

Denied for assistance _____ (Explain): _____

Name: _____ Date: _____

Signature: _____ Title: _____

Exhibit 5

(A)

Matthew Margotta/cfp
11/17/2009 03:01 PM

To David L Recor/cfp@cfp, Melissa Moore/cfp@cfp
cc Dorina Jenkins/cfp@cfp
bcc
Subject Re: Forensic audit and internal observations ['Watchdog':
checked]

David,

#2

Melissa, Dorina and I met this AM, after Melissa sending this email. Were the work that we have Melissa conducting an actual investigation, then I would agree that it's inappropriate to have Dorina involved. However, its not an investigation and we're using in-house expertise to prepare for the forensic audit and having an assigned person dedicated to answering any requests for public information. I clarified that in this morning's meeting, but the situation is awkward, though.

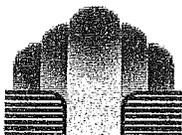
After our discussion this morning, its clear to me that Dorina needs to be involved in answering the questions that Melissa raises. The cases that Melissa is developing lead to questions that should, or could, be addressed prior to the audit. Dorina needs to explain the reasons that the questions arise from the auditor mindset prior to the forensic audit. My take is that Melissa asks the questions and Dorina answers them; without Dorina, you set up a prosecution without a defense.

For the moment, I believe Melissa and Dorina are conducting themselves professionally. Yet we've set up an awkward situation for them both to interact . . . a confrontation no matter how you slice it. Let me know if you need to discuss further. Thank you.

Matt

Matthew G. Margotta, AICP
Director of Community Development
City of Fort Pierce
772.460.2200

Melissa Moore/cfp



Melissa Moore/cfp
11/17/2009 10:53 AM

To Matthew Margotta/cfp@cfp, David L Recor/cfp@cfp
cc
Subject Forensic audit and internal observations ['Watchdog':
checked]

Matt/David,

#1

When I came to the Community Service Department on November 2nd, the communication between Matt and I has been open and honest. Matt expressed that he did not want to use the word investigation and also wanted to steer clear of speculated "witch hunt". I agreed and proceeded with the requests from the citizens as well as some research of my own.

During the first two weeks, Dorina was not in the office and I was able to move through the department in an effort to gather information. On November 16th, Dorina returned. During her absence, my research began to shed light on some areas of concern.

Matt has requested that he, Dorina and I meet to discuss the files that I've reviewed thus far.

This is my concern. Since I started down here, my initial approach was that of professional skepticism. However, over the last week, quite a few things have come to the surface that are alarming to me. Please note that I do not feel comfortable meeting with Dorina to discuss things that are indirectly/directly associated with possible improprieties on her part. In most cases that I have been familiar with, when someone is possibly related to an investigation, they are not allowed to be *part of* the investigation. In most cases, these people are put on administrative leave pending the investigation.

I know this word "investigation" is frowned upon at this time. However, I believe it's important that you both understand that what I have documented brings me to believe this may be exactly what it is.

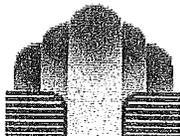
I would be more than willing to meet with both of you to show and discuss these cases. But I want you to know that I do NOT feel comfortable discussing these cases with Dorina at this time.

I will meet with her and Matt to discuss the needs from the auditors and also to clarify some policy/procedural questions.

Melissa Moore
Assistant Director of Finance
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34954
(772)460-2200 Ext. 210
Fax: (772)489-2594

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(B)



cc Matthew Margotta/cfp@cfp

Subject Still missing two files ['Watchdog': checked]

#1

I am still unable to locate two files. John Quarterman and Ursula Johnson.

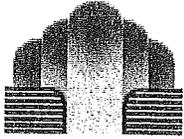
Can either of you tell me where else they may be?

Thanks.

Melissa Moore
Assistant Director of Finance
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34954
(772)460-2200 Ext. 210
Fax: (772)489-2594

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Melissa Moore/cfp



Melissa Moore/cfp

11/16/2009 01:17 PM

To Dorina Jenkins/cfp@cfp

cc Matthew Margotta/cfp@cfp, Sadie Cooper/cfp@cfp

Subject Re: Still missing two files ["Watchdog": checked]

#3

asap

Melissa Moore
Assistant Director of Finance
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34954
(772)460-2200 Ext. 210
Fax: (772)489-2594

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Dorina Jenkins/cfp



Dorina Jenkins/cfp

11/16/2009 01:03 PM

To Melissa Moore/cfp@cfp

cc Matthew Margotta/cfp@cfp, Sadie Cooper/cfp@cfp

Subject Re: Still missing two files ["Watchdog": checked]

#2

When do you need the files because they may be in archives

D.

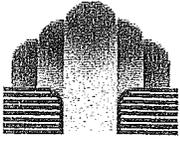
Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell
Melissa Moore/cfp



Melissa Moore/cfp

11/16/2009 12:46 PM

To Dorina Jenkins/cfp@cfp, Sadie Cooper/cfp@cfp



Melissa Moore/cfp
11/16/2009 01:53 PM

To Dorina Jenkins/cfp@cfp
cc Matthew Margotta/cfp@cfp, Sadie Cooper/cfp@cfp
bcc

Subject Re: Still missing two files ["Watchdog": checked]

#3

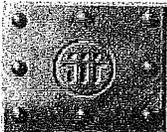
I don't see how either of these files will be in archives for the dates of distribution were the same if not sooner than some I have seen in the cabinet over the last week. Also, based on a conversation with Matt and Ursula, I have reason to believe that Ursula's file is being held somewhere other than the file room at this time. Also, Quarterman's file was a grant given in 2009, so again, I don't see how this would be in archive.

Regardless, if archives are where you need to go, I would like the files by the end of today to finish the public records request I am working on.

Melissa Moore
Assistant Director of Finance
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34954
(772)460-2200 Ext. 210
Fax: (772)489-2594

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Dorina Jenkins/cfp



Dorina Jenkins/cfp
11/16/2009 01:36 PM

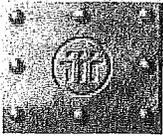
To Melissa Moore/cfp@cfp
cc Matthew Margotta/cfp@cfp, Sadie Cooper/cfp@cfp
Subject Re: Still missing two files ["Watchdog": checked]

#4

Please provide a deadline day because I will have to check with Sadie of location and if files are in archives, then we have to request for keys to open room.

D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell



Dorina Jenkins/cfp
11/16/2009 02:49 PM

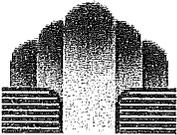
To Matthew Margotta/cfp@cfp
cc
bcc
Subject Fw: Still missing two files ['Watchdog': checked]

6
Matt, I am trying to work with Melissa and I have no problem providing the information requested, however, I informed her that I will check with Sadie when she return as for the location of the files, being that Melissa stated that they are not in the file cabinet and staff did not provide her with the files when she requested, that is why I stated that they may have been misfiled in archives - I DO NOT file away the files, therefore, I'm not sure where they are located. But please know that I WILL NOT tolerate Melissa speaking to me in a demanding and overbearing tone, which is creating a hostile work environment and I don't want it to get to the point that we are exchanging unkind words.

Thanks
D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell

----- Forwarded by Dorina Jenkins/cfp on 11/16/2009 02:28 PM -----



Melissa Moore/cfp
11/16/2009 01:53 PM

To Dorina Jenkins/cfp@cfp
cc Matthew Margotta/cfp@cfp, Sadie Cooper/cfp@cfp
Subject Re: Still missing two files ['Watchdog': checked]

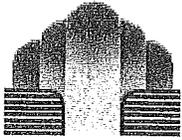
I don't see how either of these files will be in archives for the dates of distribution were the same if not sooner than some I have seen in the cabinet over the last week. Also, based on a conversation with Matt and Ursula, I have reason to believe that Ursula's file is being held somewhere other than the file room at this time. Also, Quarterman's file was a grant given in 2009, so again, I don't see how this would be in archive.

Regardless, if archives are where you need to go, I would like the files by the end of today to finish the public records request I am working on.

Melissa Moore
Assistant Director of Finance
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(C)



Melissa Moore/cfp
11/16/2009 11:06 AM

To Dorina Jenkins/cfp@cfp
cc Matthew Margotta/cfp@cfp
bcc
Subject Documents request ['Watchdog': checked]

Dorina,

| Can you please provide me with an electronic copy of the brochure/literature on all the assistance programs that C.S. provides or have provided from 2005 through to present. I currently have the HHRP brochure, but that is it. If there's a program that C.S. doesn't have literature on but provide to the public, please note that here.

Thank you.

Melissa Moore
Assistant Director of Finance
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34954
(772)460-2200 Ext. 210
Fax: (772)489-2594

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Dorina,

#3
At this time we are gathering timeframes from the departments that the requests are going out to. Once we have an idea of how long everything is going to take to gather, we can notify the auditors so they can schedule arrival.

For this department, I have a list of several things that I will need to gather. If you would prefer, I can give you all that is needed and then you can tell me who will provide it and how long you anticipate it to be gathered.

Attached is the spreadsheet of information. Please note that I can be tasked with the copying of documents if you can direct me to the right area.

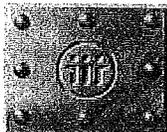
Thank you.



C.S. documents requested.xlsx
Melissa Moore
Assistant Director of Finance
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34954
(772)460-2200 Ext. 210
Fax: (772)489-2594

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Dorina Jenkins/cfp



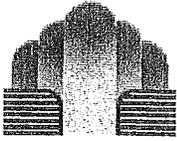
Dorina Jenkins/cfp
11/16/2009 12:10 PM

To: Melissa Moore/cfp@cfp
cc: Matthew Margotta/cfp@cfp
Subject: Re: Documents request ['Watchdog': checked]

#2
Please provide me with a time frame this information is needed by

Thanks
D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230



Melissa Moore/cfp
11/16/2009 02:22 PM

To Dorina Jenkins/cfp@cfp
cc Matthew Margotta/cfp@cfp
bcc
Subject Re: Documents request ["Watchdog": checked]

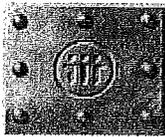
As they are gathered, please bring them in.

#5

Melissa Moore
Assistant Director of Finance
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34954
(772)460-2200 Ext. 210
Fax: (772)489-2594

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Dorina Jenkins/cfp



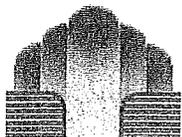
Dorina Jenkins/cfp
11/16/2009 01:02 PM

To Melissa Moore/cfp@cfp
cc Matthew Margotta/cfp@cfp
Subject Re: Documents request ["Watchdog": checked]

#4

Whatever date you give me, we can have the documents to you, all are located within D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell
Melissa Moore/cfp



Melissa Moore/cfp
11/16/2009 12:42 PM

To Dorina Jenkins/cfp@cfp
cc Matthew Margotta/cfp@cfp
Subject Re: Documents request ["Watchdog": checked]

Exhibit 6



Melissa Moore/cfp
09/23/2008 01:01 PM

To Dorina Jenkins/cfp@cfp, Serena Knight/cfp@cfp, Sadie Cooper/cfp@cfp
cc Gloria J Johnson/cfp@cfp
bcc

Subject Meeting overview

History: This message has been replied to.

Hello ladies,
I thought that I'd just document some of the things we discuss since we covered so many things. Please feel free to add anything I may have omitted.

1. The contracts for Serena Knight and Linda Whalen need to be revised to reflect the following items: Please provide copies to Kathy in Finance by Oct 1st.
 - a. An amortization schedule reflecting the correct bi-monthly payments (the borrowers need a copy of this as well).
 - b. A schedule reflecting the escrow payments that will also be deducted.PLEASE NOTE: The payroll deduction for these loans will need to be done with TWO deductions per pay period. One payment will be the P&I and the second payment will be for the ESCROW. This is necessary for us to make the escrow payment into the non-interest bank account.
2. Mark Stacey's loan documents need to be revised to correctly state his payment terms. (no forgiveness of the note)
3. I will revise the reconciliation to reflect an accurate total of the balance for the SHIP (9502) and HHR/REACH (9507) for the period ending 8/31/08. Once agreed upon, I will create a fund 106 and the REACH/HHR money will be tracked and recorded there.
4. Serena is to give me adjusting entries for expenditures to be reclassified out of (9507).
5. I will make two adjusting entries to shift out the health claims of \$13,186.60 from (9002 and 9000) to the general fund. Also \$6,952.16 will be shifted from Advertising-Dept: 9000 to Advertising-Dept: 9002.
6. Serena is addressing the issue to notify borrowers that their deferred payments will begin in January. We might need to have them come in and re-sign the "Note".
7. Dorina to research the DRI money we owe to the FPRA... can we pay the excess to FPRA or do we have to pay it back?
8. Sadie to get info on the two properties that have changed hands to see what proceedings we need to do to either foreclose or set up payments with the new owners. Please forward this to Melissa.
9. Please note: We need to make sure we have ALL documentation for the escrow maintained in a file to reflect the insurance (we need to make sure we are the LIEN holder) and also the taxes. Let's keep a copy up here in Finance as well, please.

If I can be of any further assistance to set any of these accounts up, please let me know. I want to help you guys avoid any heartache in the future, whether from the auditors or from the borrowers.

Thanks for taking the time to meet with me!



MELISSA MOORE

Assistant Director of Finance
City of Fort Pierce



Melissa Moore/cfp
10/01/2008 11:05 AM

To Gloria J Johnson/cfp@cfp
cc Dorina Jenkins/cfp@cfp
bcc

Subject Re: CDBG, HHRP and SHIP Loans

History: This message has been replied to.

Thank you for your support on this! I feel that with the proper controls in place and close monitoring (which I have chosen to do), we will be able to keep these loans in compliance and avoid future anguish from inaccurate or missing documentation.

I would normally be the first person to know about these loans since I am the one that receives the check request. Therefore, if the check request comes up without all the documentation we are requiring, I will be at liberty to deny the check until they get me what we need. Correct?



Melissa Moore

Assistant Director of Finance
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34954
(772)460-2200 Ext. 329
Fax: (772)489-2594
Gloria J Johnson/cfp



Gloria J Johnson/cfp
10/01/2008 11:00 AM

To Melissa Moore/cfp@cfp, Dorina L Jenkins/cfp@cfp
cc
Subject CDBG, HHRP and SHIP Loans

To ensure our loans are properly recorded the following procedures are effective immediately.

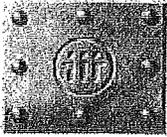
No check is to be released for loan distributions until all the required documents are in Finance to set-up the note receivable and escrow on the books ;and any payroll deduct authorizations if applicable.

Those documents include everything we need to record the receivable, Closing statement, amortization schedule, escrow information, and etc.

I need for someone in Community Services and Finance to coordinate and make sure we have **all loans recorded on the books** and the correct interest rates.

Melissa, work with staff and Community Services to establish procedures to insure all documents are properly completed and recorded.

Gloria J. Johnson
Finance Director
City Of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480
Phone: (772)460-2200 ext.332
Fax: (772)489-2594
E-Mail gjohnson@city-ftpierce.com



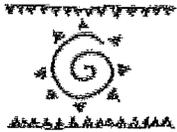
Dorina Jenkins/cfp
04/01/2009 08:49 AM

To Melissa Moore/cfp@cfp
cc Gloria J Johnson/cfp@cfp, Johnna Morris/cfp@cfp
Subject Re: Meeting ["Watchdog": checked]

1:00pm is good. What all are we going to discuss so I can determine if I need to bring any files?

D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell
Melissa Moore/cfp



Melissa Moore/cfp
04/01/2009 08:16 AM

To Johnna Morris/cfp@cfp
cc Gloria J Johnson/cfp@cfp, Dorina Jenkins/cfp@cfp
Subject Re: Meeting ["Watchdog": checked]

Let's shoot for 1:00, ok?



Melissa Moore

Assistant Director of Finance

City of Fort Pierce

100 N. US 1

Fort Pierce, FL 34954

(772)460-2200 Ext. 329

Fax: (772)489-2594

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Johnna Morris/cfp



Johnna Morris/cfp
03/31/2009 05:34 PM

To Melissa Moore/cfp@cfp
cc

Subject Re: Meeting ['Watchdog': checked]

Gloria needs to change the meeting to a later time, she has a meeting at 11:00 that can't be changed.

Johnna S. Morris
Finance Department
City of Fort Pierce
100 North U.S. #1
P.O. Box 1480
Fort Pierce, FL 34954-1480
Phone - (772) 460-2200, ext. 331
Fax - (772) 489-2594
Email: jmorris@city-ftpierce.com



Melissa Moore/cfp
04/24/2009 02:11 PM

To Dorina Jenkins/cfp@cfp
cc Gloria J Johnson/cfp@cfp
bcc

Subject Matured notes ['Watchdog': checked]

History: This message has been forwarded.

Please see the attached document. These are some of the notes that Kathy has researched and found that they have not been released through the Clerk of Court, but would appear that they have matured.

Please have your department research these properties to verify they are, in fact, fulfilled and forward the necessary documentation for us to proceed to file satisfactions of mortgages.

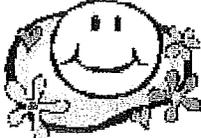
Give me a call if you have any questions.

Also please note, that we are researching existing files to determine these eligibility. However, in the future, I would expect that this monitoring will be done in Community Service and the requests for satisfaction will be sent to us accordingly. Please let me know if this is not the case.

Thanks!



MATURED MORTGAGES-4-24-09.XLS



Melissa Moore

Assistant Director of Finance

City of Fort Pierce

100 N. US 1

Fort Pierce, FL 34954

(772)460-2200 Ext. 329

Fax: (772)489-2594

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Melissa Moore/cfp
05/18/2009 11:10 AM

To Dorina Jenkins/cfp@cfp
cc Serena Knight/cfp@cfp, Sadie Cooper/cfp@cfp, Gloria J
Johnson/cfp@cfp
bcc

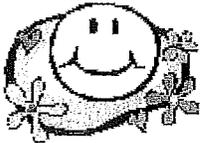
Subject HHR/SHIP loan documents ['Watchdog': checked]

Please see the names below and the items that are missing. We found these mortgages on the clerk of court website. **We have nothing up here.** The file was never received and the loan was never booked. Please reply ASAP.

1. Kaye Gibson (SHIP) dated 9/19/08 - No deferral note was filed with the C.o.C. Need a copy of this document. Needs to be filed with C.o.C.
2. Terry & Toi Barron (HHR) dated 1/18/08 - \$40,000 @ 0% interest. No note filed with the C.o.C. and no documents to our department. Need docs.
3. Lorefils & Kernela Leroy (HHR) dated 3/20/06 - \$40,000 @ 1% interest. No note filed with the C.o.C. and no documents to our dept. Need docs.
4. Kunta Johnson (HHR) dated 11/2/06 - \$9000 @ 0% interest. No note filed with the C.o.C. and no documents to our department. Need docs.
5. Ludmila Quintao (HHR) dated 10/26/07 - \$25,000 @ 0% interest. 1st payment not due till 9/15/2012. Please advise if a revised note has been filed on this person and if so, a copy to our office for recording.

Please contact me if you have any questions.

Thanks!



Melissa Moore

Assistant Director of Finance

City of Fort Pierce

100 N. US 1

Fort Pierce, FL 34954

(772)460-2200 Ext. 329

Fax: (772)489-2594

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Melissa we can "flag" projects in progress, what happens is when mortgage is recorded its normally forwarded to Finance. Rehab jobs can take from 30 - 120 days, it all depends on the work to be completed. However, you suggest we handles these files is OK with me, just let me know what works best for you all.

Thanks
D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell
Melissa Moore/cfp



Melissa Moore/cfp
10/20/2008 11:15 AM

To Dorina Jenkins/cfp@cfp
cc Gloria J Johnson/cfp@cfp
Subject Re: Missing info [E]

Thanks for the info. This brings a few questions to mind.

1. Is there some way that we could have a flag on the mortgage when you send it up to tell us that its "In process"?
2. Do you have any indication how long the rehab will take? Do these projects last a long time? Do they normally have to pay back money on these grants?
3. Do you think we need to have the mortgage up here while all this is "in process"? Maybe you department should hold the file until its complete and then send up the mortgage and note and everything. (Just a thought).



Melissa Moore

Assistant Director of Finance

City of Fort Pierce

100 N. US 1

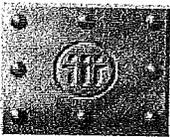
Fort Pierce, FL 34954

(772)460-2200 Ext. 329

Fax: (772)489-2594

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Dorina Jenkins/cfp



Dorina Jenkins/cfp

10/20/2008 10:32 AM

To Melissa Moore/cfp@cfp

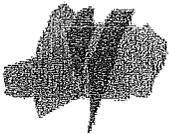
cc

Subject Re: Missing info

Melissa, this file is in progress and when a rehab is in progress, we don't file the note until the work is complete because the dollar amount may change if any change orders occur

D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell
Melissa Moore/cfp



Melissa Moore/cfp

10/17/2008 05:07 PM

To Dorina Jenkins/cfp@cfp

cc

Subject Missing info

Jamie Viera is an HHR Rehab recipient from 9/19/08. I have the Mortgage Deed, but no information regarding amounts or a Note. Can you help me with the details?

Thanks!



Melissa Moore

Assistant Director of Finance

City of Fort Pierce

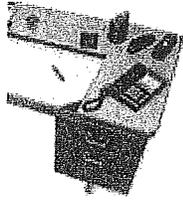
100 N. US 1

Fort Pierce, FL 34954

(772)460-2200 Ext. 329

Fax: (772)489-2594

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Melissa Moore/cfp
11/07/2008 10:07 AM

To Serena Knight/cfp@cfp
cc Dorina Jenkins/cfp@cfp, Gloria J Johnson/cfp@cfp, Sadie Cooper/cfp@cfp
bcc
Subject Re: Files that I sent to you 

Serena,

Thank you for your input. I do appreciate all that you guys do down there and I COMPLETELY understand the challenges you are up against. The main thing that I would like to emphasize to all involved here is that we HAVE to get a hold on this. Loans HAVE to be input and tracked and followed up on.

Economic impact goes all the way to the top. Being that we (the City) are now in our budget constraints, we are looking for ways to bring in more money and generate more revenues. When we cannot count on the beneficiaries of these grants/loans to make their payments, it ultimately effects the City's pocket book. We can't help anyone else if the one's we've helped don't do their part. Our hearts go out to the citizens that are struggling to make their mortgage, but realistically... we are ALL struggling. And I'm not to say that something this nature would effect us personally, but if you think about the big picture... imagine that we (employees of the city) are told that layoffs and pay cuts are in the horizon.... I bet our collection efforts would become alot more aggressive then.... no?

Just some food for thought.

Melissa

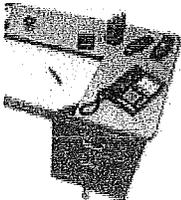


Serena Knight/cfp

Serena Knight/cfp
11/07/2008 09:25 AM

To Melissa Moore/cfp@cfp
cc Dorina Jenkins/cfp@cfp, Gloria J Johnson/cfp@cfp, Sadie Cooper/cfp@cfp
Subject Re: Files that I sent to you 

Melissa Moore/cfp



Melissa Moore/cfp
11/07/2008 08:48 AM

To Serena Knight/cfp@cfp
cc Dorina Jenkins/cfp@cfp, Gloria J Johnson/cfp@cfp, Sadie Cooper/cfp@cfp
Subject Re: Files that I sent to you 

Please see blue responses below!
Serena Knight/cfp

Serena Knight/cfp
11/06/2008 11:12 AM

To Dorina Jenkins/cfp
cc Gloria J Johnson/cfp@cfp, Melissa Moore/cfp@cfp, Sadie
Cooper/cfp@cfp
Subject Re: Files that I sent to you 

See response below in red.

Serena
Dorina Jenkins/cfp



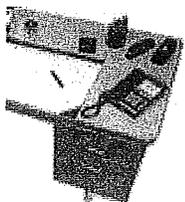
Dorina Jenkins/cfp
11/05/2008 01:55 PM

To Melissa Moore/cfp@cfp
cc Gloria J Johnson/cfp@cfp, Serena Knight/cfp@cfp, Sadie
Cooper/cfp@cfp
Subject Re: Files that I sent to you 

Melissa, I will check with staff and let you know the status

D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell
Melissa Moore/cfp



Melissa Moore/cfp
11/05/2008 10:01 AM

To Dorina Jenkins/cfp@cfp
cc Gloria J Johnson/cfp@cfp
Subject Files that I sent to you

Good morning,
Can you tell me if you still have the following files and what their status is?

Courtney Davis (Amounts didn't match) What amount don't match, Please expound. The file is with Dorina - please look at it. It has two dollar amounts. OK
Barbara Moore (No payments were ever made and we need to restructure her loan to catch up or charge her the back amount) Letter was sent to her informing her of past due amount and possibility to reverify

current financial status. The file is in your department. Please send back up to finance with a copy of the letter. OK

Shanika Reeves (No payments were ever made and we need to restructure her loan to catch up or charge her the back amount) Payments will start April 15 2009. Amended Promissory note was sent to Finance department. For the record, I do not agree with this. The loan was originally set up as 4/15/08. No payments were ever made and NOW we are giving her another 6 months before she has to make payments. Why? It is unfortunately, I agree. I spoke with the applicants and pretty much demanded payment. The response that explained to me over and over is, "The economy". Food and gas went up but pay checks stayed the same. We assisted these applicants with up to 55,000.00 to purchase the home, pretty much invested these funds. Surely we would want to modify the payment (not removing payment) so they can keep the home. At this point. Ms Reeves owes 888.00 which she states she can not afford to pay all at once. Like many banks, we just did a loan modification, so that the homeowner can keep the home. This is not to be changed each time she or any other applicants gets in a financial bind, but at this point, the applicant and Community Service are on the same accord with the repayment agreement. Get ready, because you will see some things in the future that will make you shake your head and say "ump unbelievable". But, Melissa, one of our main goals is to assist the applicant before, during, and after they become homeowners. Please be reassured, that we are following all proper guidelines from the State. In fact, when we call fl housing for suggestions about these same concerns, they are the ones who advise us on how to implement an affordable plan. .
Let me know, please.





Melissa Moore/cfp
03/30/2009 10:43 AM

To Dorina Jenkins/cfp@cfp
cc Gloria J Johnson/cfp@cfp
bcc

Subject SHIP/REACH loan documents ['Watchdog': checked]

History: This message has been replied to.

Good morning Dorina,

This email is to address issues that occurred on this past Friday.

We had come to an agreement that our department would not release the closing checks to your department until we received the closing documents to review for accuracy. I guess what was not made clear is that we need TIME to review these documents before we release the check. There were a couple of issues that came up on Friday and I am very uneasy with the circumstances. I am advising you of these issues and requesting that you respond to this email to ensure that we have an understanding moving forward.

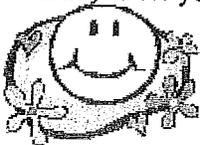
1. Notes and Mortgages come from the City. They are not prepared at the closing agent's office. These documents must be drafted and given to our department for review before we can release the check. CASE IN POINT: I received a Mortgage for John Quarterman in my office at aprox 4:00 on Friday and was told by your staff that they needed the check right then because they had to go to the closing. I released the check to Sadie under protest because I did not have the time to check the document. BEFORE she was back to her office, I found an error on the first page! She redrafted the document and proceeded to the closing.

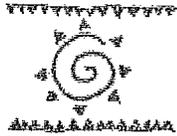
The next issue that arose was pertaining to the HUD statement and the amounts issued. The check issued to the closing (DATED 3/13/09) was for \$30,000 and the HUD statement reflected this amount as well. However, the note I had only stated \$21,000. When I contacted Sadie to inquire why these amounts didn't match, she informed me that the HUD statement was changed and that there would be a check refunded for the difference. I am very concerned as to why I did not receive a revised HUD statement and a request for the check to be voided and reissued. THIS check was from 3/13 NOT 3/27, therefore we could have voided it and issued it with the 3/27 check run. It is also my understanding that overages like this are usually refunded to the property owner, NOT US. It just appears to me that there could have been a serious mistake made here and no one bothered to inform this department of this circumstance.

It would appear to me that the Mortgage drafts and Notes should be created in sufficient time to deliver a copy to our department for review. Based on the numerous mistakes that have surfaced on prior mortgages and notes, I am very concerned about the exposure that the City is being placed in for loss of legal sufficiency due to inaccurate documentation. People have had cases thrown out because of this sort of stuff. I am trying to protect the City from scandal and loss.

Please feel free to make an appointment to meet with Gloria and I if necessary. Otherwise, I would appreciate a response to this email for indication that we are in agreement that these documents must come to our department in a timely manner (24hrs prior) for review, in order for the checks to be released.

Thank you for your time.





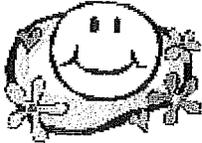
Melissa Moore/cfp
04/01/2009 09:13 AM

To Dorina Jenkins/cfp@cfp
cc Gloria J Johnson/cfp@cfp
bcc

Subject Re: Meeting ['Watchdog': checked]

History: This message has been replied to.

I have the files. It pertains mainly to a concerns I have with the mistakes that I've been finding on these files. We want to make you aware and discuss solutions.



Melissa Moore

Assistant Director of Finance

City of Fort Pierce

100 N. US 1

Fort Pierce, FL 34954

(772)460-2200 Ext. 329

Fax: (772)489-2594

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Dorina Jenkins/cfp

Exhibit 7

SECTION III

INSTRUCTIONS TO BIDDERS

1. PERMITS & LICENSES

- 1.1 Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State and City.
- 1.2 All materials and methods of construction related to work performed on this project must comply with locally adopted code requirements and must meet with the approval of local code enforcement officials.

2. MANDATORY SITE VISIT

A Mandatory Site Visit will be held at 10:00 AM, Friday, September 4, 2009, at 408 North 22nd Street, Fort Pierce, FL. All interested bidders are **REQUIRED** and **MUST** sign in and attend this site visit in order for their bids to be considered. It is the responsibility of the Contractor to sign the Mandatory Sign-In Sheet no later than 10:15 AM. Anyone arriving after 10:15 AM will not be allowed to participate in the bid process. *Please Note: No Contractor will be allowed on-site prior to the Mandatory Site Visit time of 10:00 AM. No exceptions will be granted.

3. EVALUATION CRITERIA

- 3.1 It is required that (**only**) those Contractors on the approved General Contractors List (dated August 18, 2009) are permitted to bid on housing projects.
- 3.2 The lowest and best responsive responsible bid. NOTE: If Contractor currently has two (2) or more projects in progress, Community Services staff has the discretion to award bid to the next lowest bidder.
- 3.3 Contractor must be in good standing with Community Services Housing Assistance Programs.
- 3.4 Contractor must be able to complete work within 90 days from issuance of building permit. An extension must be approved 14 days prior to the 90 days, not to exceed an additional 30 days (maximum of 120 days).
- 3.5 Bid packet must be **COMPLETE** and in order to be awarded a project. **Please make sure all information is completed on the Bid Form.** Bid will be considered incomplete if this information is not provided.
- 3.6 All bids shall remain open for sixty (60) days, not subject to revocation, and shall be subject to the City's acceptance.

4. **HOMEOWNER'S RESPONSIBILITY**

- 4.1 The homeowner is responsible for boxing up and protecting any breakable items.
- 4.2 The customer is responsible for helping the Contractor keep the house and yard orderly during construction.
- 4.3 The homeowner is responsible for providing electric and water during construction.

5. **INQUIRIES/QUESTIONS**

- 5.1 All inquiries will be in a written format and addressed to the Community Services with a copy to the Procurement Director:

City of Fort Pierce
Bill Knight or Steve McBride
Community Rehab Specialists
P O Box 1480
Fort Pierce, FL 34954
Fax: 772-461-2954
Email: wknight@city-ftpierce.com or
smcbride@city-ftpierce.com

City of Fort Pierce
Tony Barnes, CPPB
Director of Procurement
P O Box 1480
Fort Pierce, FL 34954
Fax: 772-595-9948
Email: tony@ci.fort-pierce.fl.us

- 5.2 No inquiries will be received within seven (7) calendar days of bid closing date.

6. **CERTIFICATE OF INSURANCE**

Provide proof of insurance with bid submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the specifications.

7. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

8. **PURCHASING CARD PROGRAM**

- 8.1 The City has implemented a **Purchasing Card Program**. The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

8.2 Bidders are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

9. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

10. **REFERENCE CHECK FORM**

Please provide a detailed list of references showing your expertise and experience in providing the services requested. A minimum of three (3) references are required for this bid. Please complete the three Reference Check forms (pg. 17) and submit with bid package. References should include project description, contact names, addresses, phone, and e-mail.

11. **MINORITY PARTICIPATION AND OUTREACH PROGRAM**

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

Exhibit 8

REQUEST FOR PROPOSALS NO. 5861

THE CONSTRUCTION OF TWELVE (12) HOMES AT THE OAKS AT MOORE'S CREEK

STATEMENT OF WORK

WORK OBJECTIVE

The City of Fort Pierce, Florida (herein referred to as the City), Community Services, and Fort Pierce Redevelopment Agency are inviting qualified contractors to submit a proposal (RFP) to construct twelve (12) single family homes in the development known as "The Oaks at Moore's Creek".

Proposals are due on or before 3:00 PM, Tuesday, September 23, 2008. Five (5) copies of sealed proposals (one original and four copies) should be mailed or delivered to:

CITY (Delivery):

Director of Procurement
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34950

CITY (Mail):

Director of Procurement
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

All proposals will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**"

A Mandatory Pre-Proposal Conference will be held at 10:00 AM, Friday, September 19, 2008, at the City of Fort Pierce, 2nd Floor Conference Room, 100 North U.S.#1, Fort Pierce, FL. All interested proposers MUST attend this meeting in order for their bids to be considered.

SCOPE OF WORK

The contractor shall provide the following:

1. The cost to construct each individual home and total cost of the project (See Attachment A).
2. The timeline to construct each individual home.
3. Proof of Insurance required with submittal of RFP (See Specifications).
4. If short listed, all products of approval, licenses, including sub-contractors, etc., will have to be submitted within ten days (no exceptions) plus certifications and applications for permits including:

- a. Energy Calculations and Manual J with Application
- b. NOA or Product Approvals if different
- c. Survey
- d. Truss Package
- e. Carbon Monoxide Detectors required within ten (10) feet of bedrooms (9B-3-0472)

INSTRUCTIONS FOR PREPARING PROPOSALS

RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

- A. Letter of Transmittal - This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed two pages in length.
- B. Organization Profile and Qualifications - This section of the proposal must describe the proposer, including the size, range of activities, etc. The proposer must emphasize its expertise in, and experience with, similar programs. The proposal must identify the primary individuals responsible for supervising the work. The proposer shall provide the City of Fort Pierce with the resumes of the primary individuals. The proposal must also include recent and pertinent references, including contact name, telephone number, and address.
- C. General Information - The RFP shall include general information regarding the firm's experience relative to the construction of single family homes within a development environment.
- D. Certificate(s) - Certificate(s) of authorization to offer professional services from the Florida Department of Professional Regulation, and proof of authorization to transact business in the State of Florida must be included in RFP.

- E. Scope of Work – This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities, and work products.
- F. Additional Data – Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal.

EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA

- A. General - The City of Fort Pierce shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City's decisions will be final. The City's evaluation will include, but shall not be limited to, consideration of the following:
 - 1. Cost
 - 2. Verification of availability of qualified personnel
 - 3. Past performance records from other cities where same services were provided with accomplished results
 - 4. Ability to meet set standards.
 - 5. Qualifications of the firm.
 - 6. Expertise of human resources
 - 7. Experience
 - 8. Time frames and delivery dates.
 - 9. Past contracts with the City
 - 10. Related experience in City of Ft. Pierce
 - 11. References

Selection - The City of Fort Pierce shall evaluate the written proposals submitted by the firms regarding the proposed project and shall conduct discussions with, and may require public presentations from qualified firms regarding their qualifications, and ability to furnish the required service.

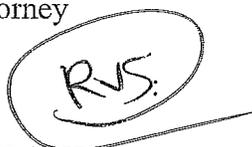
Exhibit 9

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Dorina Jenkins, Assistant Director of Community Services

FROM: Karen Emerson, Esq., Assistant City Attorney

THROUGH: Robert V. Schwerer, Esq., City Attorney 

**SUBJECT: HURRICANE HOUSING -REACH LOANS
NOTE MODIFICATION AGREEMENT**

DATE: September 8, 2009

Attached for your review is a draft of the Note Modification Agreement for use with the Hurricane Housing/ REACH loans.



Karen Emerson, Esq.
Assistant City Attorney

attachments

cc: Gloria Johnson, City Finance Director

COPY

SEP 08 2009

**This Document Prepared By
and Return to:**

Robert V. Schwerer, Esquire
Hayskar, Walker, Schwerer,
Dundas & McCain, P.A.
P.O. Box 3779
Fort Pierce, FL 34948

DRAFT

NOTE MODIFICATION AGREEMENT

THIS NOTE MODIFICATION AGREEMENT, ("Agreement") is made this ____ day of November 2008, by and between **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation ("CITY" or "LENDER"), and **LINDA WHALEN** the borrower ("Mortgagor");:

WITNESSETH:

WHEREAS, MORTGAGOR executed and delivered to **LENDER/CITY** that certain Promissory Note dated, August 29, 2008, in the original amount of **one hundred thirty three thousand and 00/100** (\$ 133,000.00) Dollars (the "Note"), and recorded in the Official records Book 3010, Pages 333 through 334 , Public Records of St. Lucie County, Florida; and

WHEREAS, MORTGAGOR executed and delivered to **LENDER** that certain Mortgage dated August 29, 2008, and recorded in Official Records Book 3010 Pages 329 through 332 of the Public Records of St. Lucie County, Florida, securing the Note (the "Mortgage"), encumbering the real property described in Exhibit "A" attached hereto; and

WHEREAS, said Note and Mortgage as drafted provided for monthly payments of \$ **193.67**; and

WHEREAS, the monthly payment amount stated in the Note did not properly reflect amortization of the loan amount at the stated interest over the thirty (30) year term; and

WHEREAS, the Note did not provide a set date for the **MORTGAGOR** to make the required monthly payments; and

WHEREAS, the Note did not provide for proper payment of Escrow Items including property taxes, property and mortgage insurance, and association dues.

WHEREAS, the parties desire to correct an error in the stated monthly payment amount to reflect the correct interest rate and amortization and to effect the intent of the parties.

NOW, THEREFORE, for valuable consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals hereby restated and are incorporated herein by reference.
2. Monthly payments. The monthly payment of \$ 193.67 in Section 2 Payments of the original Note is corrected to read: \$ 611.47 per month.

3. Escrow Items. Section 2 Payments is hereby amended to read as follows:
I the Borrower promise to make the payments owed by me to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, on a sum, to be referred to as Escrow Items, to provide for payment of amounts due for following items,

- a) taxes and assessments and other items which can attain priority over this security instrument as a lien or encumbrance on the PROPERTY; and
- b) premiums for any and all insurance required by Lender under this security instrument (add section); and
- c) mortgage insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of mortgage insurance in accordance with the terms under this security instrument (add section)

At any time during the term of this loan, Lender may require that association dues, fees, and assessments, if any, be escrowed by me as Borrower, and such dues, fees, and assessments shall be an Escrow Item. I the Borrower agree to promptly furnish Lender notices of amounts to be paid.

I the Borrower agree to pay Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, the funds for Escrow Items unless Lender waives my obligation to pay the Escrow Item funds for either some or all Escrow Items. Any such waiver shall only be in writing and may be revoked by written notice to the Borrower.

If Borrower is obligated to pay Escrow Items directly, pursuant to a written waiver and fails to pay the amount due for an Escrow Item, Lender may exercise its right under this Note and pay such amount and Borrower shall then be obligated to repay Lender any such amount.

Lender may, at any time, collect and hold Funds in an amount:

- a) sufficient to permit Lender to apply funds at the time specified under RESPA; and
- b) not to exceed the maximum amount a lender can require under RESPA.

Lender shall estimate the amount of funds due on the basis of current data and reasonable estimate of expenditure of future Escrow Items or otherwise in accordance with applicable law.

Lender shall apply the funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or verifying the Escrow Items.

If there is a deficiency of funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

4. Purchase money mortgage. The following sentence is added to the final paragraph of **Section 1 Borrowers Promise To Pay**: "This loan is given for the purpose of purchasing real property."

5. Payment due date. The following sentence is hereby added to the final paragraph of **Section 2 Payments**: "Payment will be due on the first day of each month"

6. Except as set forth herein, all other terms and conditions of the original Note and Mortgage shall remain in full force and effect and are hereby reaffirmed and ratified.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

LENDER: CITY OF FORT PIERCE, FLORIDA
a Florida municipal corporation,

BY: Robert J. Benton, III, Mayor

Attest:

Cassandra Steele, City Clerk

MORTGAGOR

Linda Whalen

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of January, 2009,
by **LINDA WHALEN**, who is personally known to me, or who produced _____
_____ as identification.

Notary signature

Print name

My commission expires: _____

EXHIBIT "A"

Duplex Unit A, Building 27, LONGWOOD VILLAGE PHASE II, according to the Declaration of Covenants, Conditions, and Restrictions as recorded in Official Record Book 408, Page 635, and amended in Official Record Book 512, Page 405, Official Record book 551, Page 901, Official Record Book 586, Page 321 and Official Record Book 1673, Page 2014, of the Public Records of St. Lucie County, Florida.

1553 - A PHEASANT WALK, FORT PIERCE, FL 34950

Tax id no.: _____

Exhibit 10

CITY OF FORT PIERCE

JOB OPENING/PROMOTIONAL OPPORTUNITY

JOB TITLE: REHABILITATION SPECIALIST

PAY RANGE: 54

SALARY: \$37,315 - \$55,973 Annual

DEPARTMENT: COMMUNITY SERVICES

POSITION(S): 1

GENERAL DESCRIPTION:

Technical work conducting inspections of dwellings for code violations and other deficiencies for various rehab programs. Work is performed under the general supervision of the Assistant Community Services Director.

ESSENTIAL JOB FUNCTIONS:

1. Conducts eligibility process for housing assistance programs.
2. Conducts inspections of dwellings; prepare work write-ups, writes specs, draws floor plans, and cost estimates.
3. Monitors work in progress for all programs.
4. Completes project setup and completion forms for HUD.
5. Conducts bid opening and evaluates contractors proposals.
6. Checks and completes pay request forms from contractors.
7. Reads and prepares take-offs from blue prints.
8. Investigates home owner complaints.
9. Monitors jobs on a daily basis.
10. Conduct home inspections for SHIP Down payment and Weatherization Programs.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of construction techniques and terms.
- Knowledge of local housing standards (building and zoning codes).
- Knowledge of Federal regulations.
- Knowledge of basic mathematical principles.
- Knowledge of basic electrical experience is a plus.
- Ability to work with technical drawings, plans blueprints.
- Ability to perform cost estimates for housing rehabilitation.
- Ability to work with people from various socio-economic backgrounds.
- Ability to do work write-ups.
- Ability to communicate both orally and in writing.

**REHABILITATION SPECIALIST
PAGE 2**

- Skills in drafting
- Must be familiar with HUD and EPA Lead Base Paint and Risk Assessor Requirements.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

High School graduation or possession of an acceptable equivalency diploma.
Three (3) years experience in construction industry, with residential remodeling experience preferred.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

- Valid Florida State Driver's license.
- Must be able to achieve a building, plumbing and mechanical certification with a 24 month period.
- Must complete a Lead Abatement and Risk Assessor training to obtain EPA certifications.

ESSENTIAL PHYSICAL SKILLS:

- Ability to pull, push, bend, stoop, and lift 30 pounds.
- Acceptable eyesight (with or without correction).
- Acceptable hearing (with or without hearing aid).
- Ability to communicate both orally and in writing.
- Walking
- Standing
- Climbing
- Sitting
- Driving

ENVIRONMENTAL CONDITIONS:

- Works inside and outside in various weather conditions.
- Heights (up to 18 feet).

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

**REHABILITATION SPECIALIST
PAGE 3**

IF INTERESTED IN BEING CONSIDERED FOR THIS POSITION AND YOU MEET THE MINIMUM QUALIFICATIONS, PLEASE APPLY AT THE HUMAN RESOURCES DEPARTMENT AT 100 NORTH U.S. HWY #1, FORT PIERCE OR YOU MAY DOWN LOAD AN APPLICATION FROM THE CITY'S WEB SITE, cityoffortpierce.com ON OR BEFORE THE CLOSING DATE.

OPENING DATE:

CLOSING DATE:

THE CITY OF FORT PIERCE IS AN EQUAL OPPORTUNITY EMPLOYER
Revised 6-2-05 EEOC FUNC/CAT: II/CC (BARGAINING)

Exhibit 11

This Mortgage Deed

Executed the 8th day of June A. D. 1979 by

J.P. Morgan and Ola M. Morgan, his wife
hereinafter called the mortgagor, to
Sun Bank of St. Lucie County
a corporation existing under the laws of the State of Florida, with its permanent postoffice
address at P.O. Box 8, Ft. Pierce, FL 33450
hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

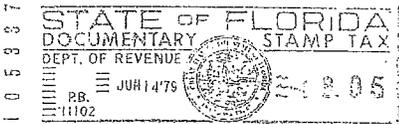
Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in St. Lucie County, Florida, viz:

Lot 19, Block 4, SOUTHERN PINES SUBDIVISION as per plat thereof on file in the Public Records of St. Lucie County, Florida.

RECEIVED \$21.38 IN PAYMENT OF TAXES
DUE ON CLASS 'C' INTANGIBLE PERSONAL PROPERTY,
PURSUANT TO CHAPTER 20-1, ARTS OF 1971,
ALLEN PATTON
CLERK CIRCUIT COURT, ST. LUCIE CO., FLA.

14.05

SAINT LUCIE
COUNTY



DO NOT PAY THIS IS NOT A BILL

**2004 NOTICE OF PROPOSED PROPERTY TAXES
AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
ST. LUCIE COUNTY TAXING AUTHORITIES**

PARCEL# 2404-609-0063-000-4

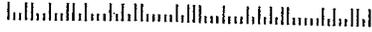
TAX CODE: 9022

7 - 13217

LEGAL DESC:

SOUTHERN PINES BLK 4 LOT 19 (OR 897-147)

MORGAN SR, J P
2002 AVENUE D
FORT PIERCE FL 34950-2075



NOTICE OF PROPOSED AD VALOREM ASSESSMENTS

TAXING AUTHORITY	YOUR PROPERTY TAXES LAST YEAR	YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE	A PUBLIC HEARING ON THE PROPOSED TAXES AND BUDGET WILL BE HELD:	
COUNTY					
SLC General Fund	\$0.00	\$0.00	\$0.00	Sept 9 5:05PM 2300 Virginia Av, FP	
Jail, Law Enf	\$0.00	\$0.00	\$0.00		
Erosion Dist E	\$0.00	\$0.00	\$0.00		
Mosquito Control	\$0.00	\$0.00	\$0.00		
County Parks	\$0.00	\$0.00	\$0.00		
County Transit	\$0.00	\$0.00	\$0.00		
PUBLIC SCHOOLS					
BY STATE LAW:					
Local Effort	\$0.00	\$0.00	\$0.00	Sept 14 5:30PM 4204 Okeechobee Rd, FP	
BY LOCAL BOARD:					
Discretionary	\$0.00	\$0.00	\$0.00		
Capital Outlay	\$0.00	\$0.00	\$0.00	Sept 14 5:30PM 4204 Okeechobee Rd, FP	
MUNICIPALITY					
Fort Pierce	\$0.00	\$0.00	\$0.00	Sept 8 5:05PM 100 North US #1, FP	
WATER MANAGEMENT					
FL Wtr Mgmt Dist	\$0.00	\$0.00	\$0.00	Sept 7 5:15PM 3301 Gun Club Rd, WPB	
WMD-Okee Basin	\$0.00	\$0.00	\$0.00		
Everglades Project	\$0.00	\$0.00	\$0.00		
INDEPENDENT DIST					
SLC Fire Dist	\$0.00	\$0.00	\$0.00	Sept 8 5:01PM 2400 Rhode Island Ave, FP	
FL Inland Nav Dist	\$0.00	\$0.00	\$0.00		
Children Services	\$0.00	\$0.00	\$0.00		
VOTER APPROVED					
SLC EnviroSignif	\$0.00	\$0.00	\$0.00	Sept 9 5:05PM 2300 Virginia Av, FP	
SLC Port Bond	\$0.00	\$0.00	\$0.00		
School Voted Debt	\$0.00	\$0.00	\$0.00		
TOTAL PROPERTY TAXES	\$0.00	\$0.00	\$0.00		
	COLUMN 1	COLUMN 2	COLUMN 3		

SEE REVERSE SIDE FOR EXPLANATION

	MARKET VALUE	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE
YOUR PROPERTY VALUE LAST YEAR:	\$23,100	\$19,534	\$19,534	\$0
YOUR PROPERTY VALUE THIS YEAR:	\$24,400	\$19,905	\$19,905	\$0

NOTICE OF PROPOSED AND/OR ADOPTED NON-AD VALOREM ASSESSMENTS

YOUR FINAL TAX BILL MAY CONTAIN NON-AD VALOREM ASSESSMENTS WHICH MAY NOT BE REFLECTED ON THIS NOTICE, SUCH AS ASSESSMENTS FOR ROADS, DRAINAGE, GARBAGE, FIRE, LIGHTING, WATER, SEWER, OR OTHER GOVERNMENTAL SERVICES AND FACILITIES WHICH MAY BE LEVIED BY YOUR COUNTY, CITY OR ANY OTHER SPECIAL DISTRICT.

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT
Fort Pierce Stormwater Ch	Stmwtr Mgmt 460-2200 X143			\$30.00
TOTAL				\$30.00

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

IF YOU FEEL THE MARKET VALUE OF YOUR PROPERTY IS INACCURATE OR DOES NOT REFLECT FAIR MARKET VALUE, CONTACT YOUR COUNTY PROPERTY APPRAISER AT: (772) 462-1095 • 2300 VIRGINIA AVENUE, ROOM 107, FORT PIERCE, FL 34982.

IF THE PROPERTY APPRAISER'S OFFICE IS UNABLE TO RESOLVE THE MATTER AS TO MARKET VALUE, YOU MAY FILE A PETITION FOR ADJUSTMENT WITH THE VALUE ADJUSTMENT BOARD. PETITION FORMS ARE AVAILABLE FROM THE COUNTY PROPERTY APPRAISER AND MUST BE FILED ON OR BEFORE:

SEPTEMBER 10, 2004.

NEW HAMPSHIRE INSURANCE COMPANY

RENEWAL PREMIUM NOTICE

Policy Type : Homeowners, Special Form

Policy Number : NH4948541#8

Insured(s) : J P MORGAN
BETTY J BARNES

Policy Term: 05-31-2004 To 05-31-2

MAIL TO :

J P MORGAN
BETTY J BARNES
2002 AVENUE O

FORT PIERCE, FL 34950-2075

AGENT'S NAME & PHONE :
(800)793-0250
NOBSA, INC.

FL-55462
1-800-901-9341
CLAIMS FL-0554
866-411-2749

Policy Activity Explanation : ENCLOSED IS YOUR RENEWAL POLICY DECLARATIONS.

** IN ORDER TO CONTINUE COVERAGE FOR THE RENEWAL POLICY TERM YOUR PREMIUM PAYMENT MUST **
** BE RECEIVED IN OUR OFFICE PRIOR TO THE RENEWAL DATE, OR YOUR POLICY WILL EXPIRE AT **
** 12:01 A.M. ON 05-31-2004 AND WILL NOT BE RENEWED. **

IF YOU HAVE ANY QUESTIONS CONCERNING YOUR POLICY, PLEASE CONTACT YOUR AGENT ABOVE.

Renewal Date	Description	Total Due
05-31-2004	RENEWAL POLICY PREMIUM/CHARGES	\$ 697.00

If you do not want to pay the Total Amount Due at this time you have the option to finance your premium payment. We have enclosed a Premium Finance Agreement for you to consider from a large, reputable company. If you choose to finance your premium, you must send us a Down Payment in the Amount of \$ 209.00 along with a signed and dated Page 1 of the enclosed Agreement. You will receive a coupon book from the finance company for all remaining payments of your premium.

RATING:

1 FAMILY MASONRY DWELLING BUILT 1965-UPG:N ALARM-N SHUTTER-N GATED-N/A
 OWNER OCCUPIED PRIMARY RESIDENCE UNOCCUPIED FOR NO MONTHS PER YEAR EXCLUDE WIND COVER-N
 TERR: 562 PROT CLASS: 5 FEET FROM HYDRANT: N/A MILES FROM STATION: N/A FIRE TAX CODE: 37
 INSIDE CITY LIMITS COUNTY:ST. LUCIE PERS PROP REPL COST-Y

MORTGAGEE / LIENHOLDER Pol Pay By: D Ren Pay By: D CONV/DJD-0330

PROPERTY RECORD CARD

J P Morgan Sr Record: 1 of 1
 Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Map

Site Address: 2002 AV O
 Sec/Town/Range: 04 :35S :40E
 Map ID: 24/04N
 Zoning: R-3 - FP

ParcelID: 2404-609-0063-000-4
 Account #: 16928
 Land Use: SF Res
 City/Cnty: FORT PIERCE



Ownership and Mailing

Owner: J P Morgan Sr
 Address: 2002 Ave O
 Fort Pierce FL 34950-2075

Legal Description

SOUTHERN PINES BLK 4 LOT 19 (OR 897-147)

Sales Information

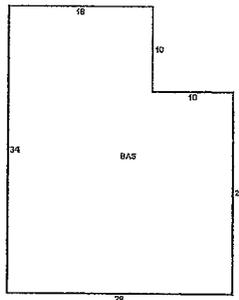
Date	Price	Code	Deed
4/26/1994	100	01	WD

Book/Page
0897 / 0147

Assessment TRIM
 2004 Val: 24400
 Assessed: 19905
 Ag.Credit: 0
 Exempt: 19905
 Taxable: 0
 TotalTax: 0

Total Land and Building
 Land Value: 2200 Acres: 0.16
 Building Value: 22200
 Finished Area: 852 SqFt

BUILDING INFORMATION



Exterior Features

View: -
 ExtType: HD- - HD-
 Grade: D- - D-
 StoryHght: 0010 - 1 Story

RoofCover: SA - Asph Shingle
 YearBlt: 1961
 EffYrBlt: 1976
 No.Units: 1

RoofStruct: GA - Gable
 Frame: -
 PrimeWall: BP - Conc Block.
 SecWall: -

Interior Features

BedRooms: 2
 FullBath: -
 1/2Bath: -
 %A/C: 0

Electric: MX - MAXIMUM
 HeatType: -
 HeatFuel: -
 %Heated: 0

PrmlntWall: PN - PN
 AvgHt/Ft: STD
 Prm.Flors: CU - Carpet
 %Sprinkled: 0

Special Features and Yard Items

Type
 SDSF - SITE DEV S-F

Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
Y	1	1	AV	AV	2001

Land Information

No.	Land Use	Type	Measure	Depth
1	0100-SF Res	210 -Front Ft	50	140

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.
 THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED

Exhibit 12



"Causey, Gary A"
<gary.a.causey@hud.gov>
10/23/2009 04:03 PM

To "DRecor@city-ftpierce.com" <DRecor@city-ftpierce.com>
cc "DorinaJenkins@City-FtPierce.Com"
<DorinaJenkins@City-FtPierce.Com>
bcc

Subject CDBG Action Plan

History: This message has been forwarded.

Mr. Recor –

I have not been able to reach you by phone this afternoon, but wanted to contact you before days end to let you know that the City's Action Plan is fully approved and now awaiting Congressional notification in DC. Once received, the grant agreements will be forwarded to you for signature. I especially want to thank Dorina Jenkins who clarified the last remaining questions I had regarding the Plan.

Thank you very much and hope you have a great weekend!

Gary Causey, Director
USHUD/Office of Community Planning and Development
Jacksonville Office
(904) 208-6077

Exhibit 13



Dorina Jenkins/cfp
09/04/2009 10:29 AM

To ujohnson2@hotmail.com
cc
bcc
Subject Resume

Ursula, I think you gave me a hard copy of your resume because I don't see in my inbox where it was emailed to me. Its our goal to have position advertised Tuesday - Friday next week

Thanks
D.

Dorina L. Jenkins
Community Services Asst. Director
100 N. U.S. Highway #1
Fort Pierce, FL 34950
(772) 460-2200, Ext. 230
(772) 461-2954 Fax
(772) 370-2461 Cell

Exhibit 14

**St Lucie County Consortium
Lenders' List December 2009**

Bank	Contact	Telephone	Fax	Address	Email
Bank of America	Melanie Robles-Ruef	772-807-7204	866-517-1907	900 E Prima Vista Blvd Suite 400 Port St Lucie, FL 34952	melanie.robles-ruef@bankofamerica.com
	Gene Simmons	305-761-7001	305-577-7498	25 W Flagler St. Miami, FL 33930	eugene.simmons@citynational.com
City National Bank	Alvaro Orozco	305-577-7441	305-577-7498	25 W Flagler St. Miami, FL 33930	alvaro.orozco@citynational.com
	Marilyn Lopez	954-839-1078	954-839-1167	1580 Sawgrass Corporate Parkway, Suite 310, Sunrise, FL 33323	marilyn_lopez@colonialbank.com
Colonial Bank / BB&T	Arlene Newson	772-467-3244	772-467-4767	100 S. 2nd Street Fort Pierce, FL 34950	arlene.newson@pncmortgage.com
	Tammy Ross	772-240-7111	866-630-2944	2400 SE Veteran's Memorial Parkway Suite 110 Port St. Lucie, FL 34952	tammy.ross@pncmortgage.com
PNC Mortgage, a Division of PNC Bank NA	Maria Reyes	772-370-4720	772-879-6522	259 SE Port St. Lucie Blvd., Port St. Lucie, FL 34984	maria.reyes@riverstidnb.com
	Melanie Verna	772-462-4121	772-409-2179	2810 S. US Highway #1 Fort Pierce, FL 34982	melanie.verna@riverstidnb.com
Riverside National Bank	Vanessa Farnes	772-871-6603	772-871-6606	247 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	vanessa.farnes@seacoastnational.com
	Grace Monforte	772-340-0773	772-878-5431	1100 SW St. Lucie West Blvd., Port St. Lucie, FL 34986	grace.monforte@seacoastnational.com
Seacoast National Bank	Sonya Straubinger	772-331-3767 x1006	866-416-6793	4625 N. Highway A1A Suite 1 Vero Beach, FL 32963	sonya.straubinger@wellsfargo.com
	Jorge Santana	772-231-3767 x1008	866-968-0696	4625 N. Highway A1A Suite 1 Vero Beach, FL 32963	jorge.l.santana@wellsfargo.com
Wells Fargo					
OTHER MEMBERS					
Organization	Contact	Telephone	Fax	Address	Email
City of Fort Pierce SHIP	Sadie Cooper	772-460-2200	772-461-2954	100 N US Hwy 1, Fort Pierce, FL 34954	scooper@city-fpierce.com
	Dorina Jenkins				djenkins@city-fpierce.com
	Joseph Moyel	561-515-2323	561-631-2531	761 S. Dixie Hwy, Suite 3 West Palm Beach, Florida 33401	joseph.moyel@ccsinc.org
CCCS, Inc	Jessica Cecere	561-515-2301	561-434-2540		jessica.cecere@ccsinc.org
	Donna Benton	772-464-1117	772-464-7377	702 S. 6th Street Fort Pierce, FL 34947	dbenton@stluciehabitat.org
Habitat for Humanity	Dana Schuett	772-467-4401	866-646-7017	511 Orange Ave FL Pierce, FL 34950	Dana.Schuett@pncmortgage.com
	Carolyn Peeler	772 - 360-3098	866-630-0615	655 21st Street Vero Beach, Florida 32960	Carolyn.Peeler@pncmortgage.com
PNC Mortgage, a Division of PNC Bank NA	Ann Fidge	772-871-5220	772-344-4340	121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34982	afidge@cityofpsl.com
	Michael Smith	772-466-1200	772-462-4123	2810 US Highway #1 Fort Pierce, FL 34982	michael.smith@riverstidnb.com
Riverside National Bank	Michael Smith	772-466-1200	772-462-4123	815 Colorado Avenue Stuart, FL 33494	teresa.idzior@seacoastnational.com
	Teresa Idzior	772-221-2947	772-288-6012		teresa.idzior@seacoastnational.com
Seacoast National Bank	Jenny Cruz	772-462-2375			cruzj@stlucieco.gov
	Jennifer Hance	772-462-1290			hancej@stlucieco.gov
St. Lucie County SHIP	Courtney Merricks	772-462-2856	772-462-2855	437 N. 7th St. Fort Pierce, FL 34950	merricks@stlucieco.gov
	Connie Proulx	772-462-1290			proulx@stlucieco.gov
	Jessica Parrish	772-462-1290			parrish@stlucieco.gov

Exhibit 15

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of **OCTOBER 2003**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **THE SHIP FOUNDATION**, Florida non profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS, the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Scope of Service:

A. The Subrecipient shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The Subrecipient further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity as described herein.

Changes in the scope of service set forth herein may be requested from time to time by the Grantor or the Subrecipient, and shall be incorporated in written amendments to this Agreement. The Subrecipient certifies that the community development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

B. Program Delivery:

Activity #1 - The Subrecipient agrees to provide an after-school tutorial program. The program will run during the school year between the hours of 2:00 PM – 6:30 PM. The program is expected to serve 50 school aged youth. Transportation and snacks will be provided.

Activity #2 - The Subrecipient agrees to provide a summer program for 50 youth, ages three through 18, during the months of June, July, and August between the hours of 7:00 AM – 5:30 PM. Meals and snacks will be provided and transportation may be provided.

C. Levels of Accomplishment:

Activity #1	50 youth
Activity #2	50 youth

D. Budget:

Books/Educational Materials	\$500
Equipment/Purchases (capital)	\$1,000
Equipment/Maintenance	\$1,000
Postage & Shipping	\$100
Professional Services:	\$3,800
Food & Nutrition	\$1,500
Office Supplies	\$500
Travel/Conferences/Training	\$5,000
Telephone	\$900
Total	\$14,300

2. **Term of Contract:** This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 15, 2004**.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$14,300** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved executed budget document which is included in item 1 above.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which has been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

IN WITNESS WHEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

By:



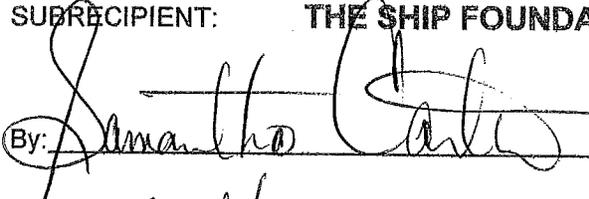
Mayor Edward G. Enns

ATTEST:

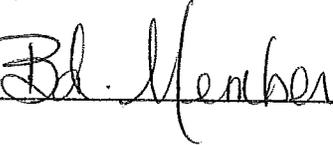


City Clerk

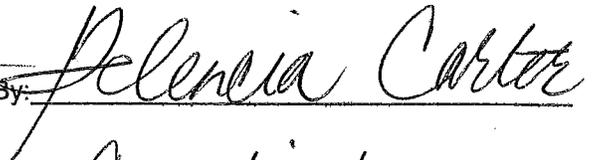
SUBRECIPIENT: **THE SHIP FOUNDATION**

By: 

Title:



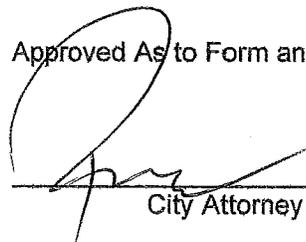
By:



Title:



Approved As to Form and Correctness:



City Attorney

AGREEMENT

THIS AGREEMENT made and entered into this 15th day of **OCTOBER 2004**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **THE SHIP FOUNDATION, INC.**, Florida non profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS, the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Scope of Service:

A. The Subrecipient shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The Subrecipient further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity as described herein.

Changes in the scope of service set forth herein may be requested from time to time by the Grantor or the Subrecipient, and shall be incorporated in written amendments to this Agreement. The Subrecipient certifies that the community development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

B. Program Delivery:

Activity #1 - The Subrecipient agrees to provide an after-school tutorial program. The program will run during the school year, Monday through Friday from 2:00 PM – 5:30 PM. The program is expected to serve 50 school aged youth. Transportation and snacks will be provided.

Activity #2 - The Subrecipient agrees to provide a summer program for 50 youth, ages three through 18, during the months of June, July, and August between the hours of 7:00 AM – 5:30 PM. Meals and snacks will be provided and transportation may be provided.

C. Levels of Accomplishment:

Activity #1	50 Youth
Activity #2	50 Youth

D. Budget:

Program supplies	300.00
Building Maintenance	500.00
Professional Services:	2,500.00
Food & Nutrition	2,200.00
Office Supplies	200.00
Travel/Conferences/Training	2,500.00
Telephone	300.00
Total	\$8,500.00

2. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 15, 2005**.
3. Compensation: The Subrecipient shall be paid a total consideration of **\$8,500** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved executed budget document which is included in item 1 above.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which has been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

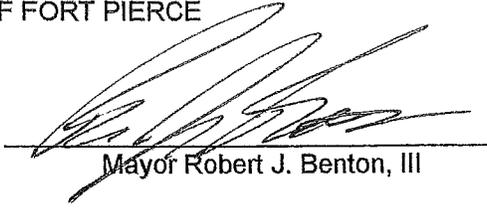
The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Program Income: Program income (defined at 24 CFR 470.500) derived from the project, if any, shall revert to the Grantor for use in the Community Development Block Grant program.

IN WITNESS WHEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

By:

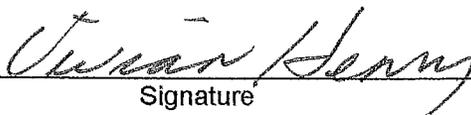

Mayor Robert J. Benton, III

ATTEST:


City Clerk

SUBRECIPIENT: THE SHIP FOUNDATION, INC.

By:


Signature

Print:

Vivian Henry

Title:

Board Member

By:


Signature

Print:

Samantha Carter

Title:

Board Member

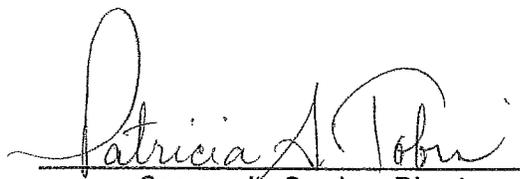
Approved As to Form and Correctness:

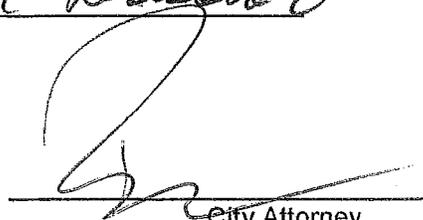
By:


Title: Program Director

Print:

Geleucia Carter


Community Services Director


City Attorney

AGREEMENT

THIS AGREEMENT made and entered into this 12th day of **OCTOBER 2005**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **THE SHIP FOUNDATION, INC.**, Florida non profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS, the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

NOW, THEREFORE, the parties do hereby agree as follows:

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Changes in the scope of service set forth herein may be requested from time to time by the Grantor or the Subrecipient, and shall be incorporated in written amendments to this Agreement. The Subrecipient certifies that the community development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

B. Program Delivery:

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Activity #2 - The Subrecipient agrees to provide a summer program for up to 50 youth, ages three through 18, during the months of June, July, and August between the hours of 7:00 AM – 5:30 PM. Meals and snacks will be provided and transportation may be provided.

C. Levels of Accomplishment:

Activity #1	50 Youth
Activity #2	50 Youth

D. Budget:

Office supplies	500.00
Building rental	1,000.00
Professional fees (workshops, training, etc...)	2,565.00
Food & Nutrition	2,500.00
Travel/Conferences/Training	2,500.00
Utilities	1,200.00
Total	\$10,265.00

2. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 18, 2006**.
3. Compensation: The Subrecipient shall be paid a total consideration of **\$10,265** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved executed budget document which is included in item 1 above.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which has been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any purchases over \$500.00 (five hundred dollars) must be maintained, and available for on site monitoring for a minimum of 3 (three) years. If the Subrecipient is dissolved or becomes inactive, all purchases must be returned to the Grantor (the City of Fort Pierce) in useable condition or the Grantor (the City of Fort Pierce) must be reimbursed for said purchases.

IN WITNESS WHEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

By: 
Mayor Robert J. Benton, III

ATTEST:


City Clerk

SUBRECIPIENT: THE SHIP FOUNDATION, INC.

By: 
Signature

By: 
Signature

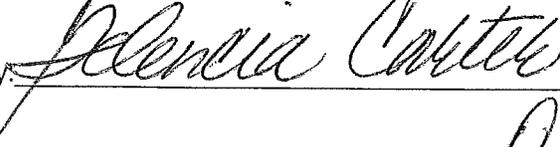
Print: Gelencia Carter

Print: Vivian Henry

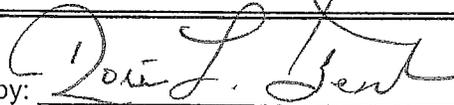
Title: Director

Title: Secretary

Approved As to Form and Correctness:

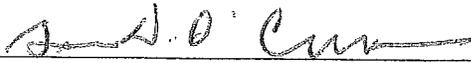
By: 
Title: Director

Print: Gelencia Carter

Witnessed by: 

Print: Dorna L. Jenkins

Title: Community Services Asst. Director


Community Services Director

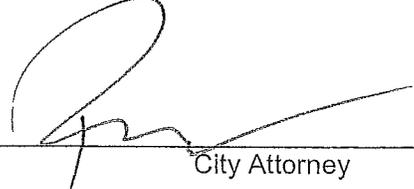

City Attorney

Exhibit 16

CITY OF FT. PIERCE
JOB DESCRIPTION

JOB TITLE: HURRICANE HOUSING ASSISTANT

DEPARTMENT: COMMUNITY SERVICES

SALARY RANGE: \$15.00 HRLY
POSITION(S): 5

GENERAL DESCRIPTION:

This is a grant funded temporary (4-6 weeks) summer position assisting staff with hurricane plan research, hurricane surveying, development of hurricane brochures, and general office duties. Students will assist with City's federal and state grant programs. Students will work closely with Community Services staff through its summer mentoring program and report to the Program Specialist. This is considered to be an intern position.

ESSENTIAL JOB FUNCTIONS:

1. Research various communities housing hurricane plans in order to assist with implementing City's plan.
2. Survey designated areas to determine homeowners or renters.
3. Create hurricane brochures, fliers, and surveys.
4. Assist with developing a hurricane housing tracking data base.
5. Perform other related assignments.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to conduct research
- Good oral and written communication skills
- Computer skills and ability to learn new software programs
- Ability to establish and maintain effective working relationships with peers
- Ability to interact with program recipients, department staff, and citizens
- Ability to read maps

EDUCATION AND EXPERIENCE:

Must have been enrolled in a college or university one year and registered for the upcoming year. Must have experience in basic computer skills. High school diploma or GED required.

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

Valid Florida Driver's License

ESSENTIAL PHYSICAL SKILLS:

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Sitting, standing, bending, walking, driving
- Ability to access, input, and retrieve information from a computer
- Ability to read maps
- Ability to operate a motor vehicle

ENVIRONMENTAL CONDITIONS:

- Works in typical office environment.

Exhibit 17

first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons. Rental housing will be subject to monitoring and determination of tenant eligibility requirements.

h. **Additional Information:** None

E. STRATEGY 5. FORECLOSURE PREVENTION PROGRAM

- a. **Summary of Strategy:** Funds will assist homeowners with bringing their mortgage payments current prior to the start of the foreclosure process. Eligible expenses include delinquent mortgage payments (principal, interest, taxes and insurance), attorney fees, late fees, and other customary fees.
- b. **Fiscal Years Covered:** 2006-07, 2007-08, and 2008-09
- c. **Income Categories to be served:** Very low, low and moderate-income persons
- d. **Maximum Award:** \$3,000 Fiscal years 2006-07 & 2007-08
\$5,000 Fiscal year 2008-09
- e. **Terms, Recapture and Default:** Assistance will be through a ~~three (3) year~~ non-interest deferred loan, not to exceed ~~\$3,000~~ \$5,000 ~~to be repaid monthly;~~ for a period of one (1) year for qualified homeowners.
- f. **Recipient Selection Criteria:** ~~Persons previously assisted with SHIP funds~~ Homeowners that reside within the city limits of Fort Pierce will be eligible to apply for assistance through this strategy. Applicants will be selected on a first come first serve basis.
- g. **Sponsor Selection Criteria:** Not applicable
- h. **Additional Information:** None

F. STRATEGY 6: DISASTER/POST DISASTER/MITIGATION/RECOVERY

- a. **Summary of Strategy:** In the event of a state, federal, or locally declared natural disaster by Executive Order as required in Section 420.9078(1), F.S., funds will be used to leverage with available federal and state resources to assist income eligible households with disaster related repairs. Funds will be utilized for subsequent upgrading and interim repairs to include the purchase of emergency supplies to weatherproof damaged homes, repairs to avoid further damage, tree and debris removal, payment of insurance deductibles, and additional post disaster assistance with non insured repairs. Security deposit and rental assistance for displaced disaster related recipients (not to exceed two months), will be provided only during the term of the Executive Order. Alternatively, funds may also be used to retrofit residences with mitigation features (installation of roofing straps, shutters, storm doors, and garage doors) that helps prevent future storm damage.

- b. **Fiscal Years Covered:** 2006/07, 2007/08, and 2008/09
- c. **Income Categories to be served:** Very low, low and moderate income families
- d. **Maximum Award:** \$10,000
- i. **Terms, Recapture, and Default:** Assistance will be provided in a deferred payment loan @ 0% interest due and payable upon sale, transfer or rental of residence for *very low* income families. The deferred loan will depreciate annually (see chart below) if the owner continues to occupy the unit as their principal residence. On each anniversary date of the execution of the deferred mortgage, the value of one year's payment will be deducted from the balance owed. Loans will be secured by a deferred mortgage and note. Should the property be sold or the household fails to maintain it as their principal residence during the term of the deferred mortgage loan, the remaining amount becomes due and payable to the SHIP Housing Trust Fund.

Low and moderate-income households will receive a zero (0%) to five percent (5%) interest rate, direct loan or a loan/grant combination. Direct or combination loans will require an amortization schedule to be prepared for payment on a monthly basis not to exceed five (5) years. The deferred portion of combination loans will depreciate annually (see chart below). Interest rate will be determined on a case-by-case basis after an affordability test (analysis of income to debt ratio) has been performed to determine the applicant's ability to repay the loan. Loans will be secured by a mortgage and note, due and payable upon sale, transfer, or rental of residence. Full recapture of funds invested will be required upon default, unless a forgiveness provision is incorporated into the mortgage and note in which case the non-depreciated portion shall be due and payable upon default. In the event that the City receives reimbursement from federal and state sources, such reimbursed funds will be utilized in accordance with the approved Housing Assistance Plan in effect at the time the funds are disbursed.

Assistance Amount	Lien Period	Annual Depreciation
\$0 - \$5,000	1 year	-
\$5,001 - \$10,000	5 years	1/5 of loan amount

- e. **Recipient Selection Criteria:** Assistance will be provided on a first come/first serve basis following advertisement of the availability of funds. When an extensive waiting list exists, applicants will be added to the list in first come/first served order. Applications will be received until funds are expended. Priority shall be given to individuals and households that have been cited by code enforcement.
- f. **Sponsor Selection Criteria:** Not applicable
- g. **Additional Information:** The City will leverage local and federal funds when cost of the project exceeds the maximum award allocation.

Exhibit 18

CITY OF FORT PIERCE
Accounts Payable Transaction

Group number : 3329 ACCOUNTS PAYBLE
Accounting period : 10/2005 mm/yyyy
Posting date : 07/07/2005 mm/dd/yyyy

Transaction date : 07/01/2005 mm/dd/yyyy
Invoice number : MINI GRANTS
Account number : 104-9400-554.83-40 OTHER GRANTS & AIDS
Project number :
Amount : 1,000.00
Liquidated amount : .00
Discount amount : .00
Retainage amount : .00
Net transaction amount : 1,000.00
Voucher number : 3329
PO number :
Vendor number : 5555555 WOMAN WITH WORDS, INC./COMMUNITY
Description 1 : MINI GRANTS
Description 2 : WOMEN WITH WORDS, INC.
Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry F20=Imaging F8=Misc Vndr

CITY OF FORT PIERCE
Accounts Payable Transaction

Group number : 3329 ACCOUNTS PAYBLE
Accounting period : 10/2005 mm/yyyy
Posting date : 07/07/2005 mm/dd/yyyy

Transaction date : 07/01/2005 mm/dd/yyyy
Invoice number : MINI GRANTS
Account number : 104-9400-554.83-40 OTHER GRANTS & AIDS
Project number :
Amount : 500.00
Liquidated amount : .00
Discount amount : .00
Retainage amount : .00
Net transaction amount : 500.00
Voucher number : 3329
PO number :
Vendor number : 5555555 WOMAN WITH WORDS, INC /MOBILE
Description 1 : MINI GRANTS
Description 2 : WOMEN WITH WORDS, INC.
Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry

F20=Imaging F8=Misc Vndr

CITY OF FORT PIERCE
Accounts Payable Transaction

Group number : 2388 CONTRIBUTIONS
 Accounting period : 07/2006 mm/yyyy
 Posting date : 04/20/2006 mm/dd/yyyy

 Transaction date : 04/19/2006 mm/dd/yyyy
 Invoice number : 2ND ANNUAL
 Account number : 1-6000-513.48-10 ADVERTISING
 Project number :
 Amount : 1,000.00
 Liquidated amount : .00
 Discount amount : .00
 Retainage amount : .00
 Net transaction amount : 1,000.00
 Voucher number : 2388
 PO number :
 Vendor number : 7777777 WOMEN WITH WORDS BOOK CLUB, INC.
 Description 1 : WOMEN WITH WORDS BOOK CLU
 Description 2 : B- ND ANNUAL CONTRIB.
 Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry F20=Imaging F8=Misc Vndr

CITY OF FORT PIERCE
Accounts Payable Transaction

Group number : 2522 ACCOUNTS PAYABLE
Accounting period : 06/2008 mm/yyyy
Posting date : 03/13/2008 mm/dd/yyyy

Transaction date : 03/10/2008 mm/dd/yyyy
Invoice number : ADVERTISING
Account number : 1-6000-513.48-10 ADVERTISING
Project number :
Amount : 1,000.00
Liquidated amount : .00
Discount amount : .00
Retainage amount : .00
Net transaction amount : 1,000.00
Voucher number : 2522
PO number :
Vendor number : 232670 WOMEN WITH WORDS BOOK CLUB INC.
Description 1 : WOMEN WITH WORDS
Description 2 : COMMUNITY BOOK REVIEW
Transaction type code :
F3=Exit F12=Cancel F15=Group Inquiry F20=Imaging

Exhibit 19

CHANGE ORDER

Additional Work Authorization

OWNER(S): Barbara Moore
ADDRESS: 2050 Oleander Avenue
 Fort Pierce, FL 34949

CHANGE ORDER NO. 501

CONTRACT NO. 002-05

CONTRACTOR: M.B. Brown Construction

DATE: August 31, 2006

You are hereby authorized to perform the following specifically described additional work:

Knockdown texture applied throughout the house ceiling and walls.	1,000.00
Removed old tile from bathroom wall. Repaired structure behind tile and prepare wall and install new decorative tile	1,900.00

PAYMENT FOR ADDITIONAL WORK WILL BE IN THE AMOUNT OF \$ 2,900.00

ORIGINAL CONTRACT AMOUNT \$	<u>13,218.00</u>
NEW CONTRACT AMOUNT \$	<u>16,350.00</u>
AMOUNT PAID TO CONTRACTOR \$	<u>11,000.00</u>
(BALANCE DUE) \$	<u>5,350.00</u>

The above additional work is to be performed under the same conditions in original contracts unless otherwise stipulated.

AUTHORIZED SIGNATURE *Barbara Moore* **DATE** 9/18/06
 (Owner)

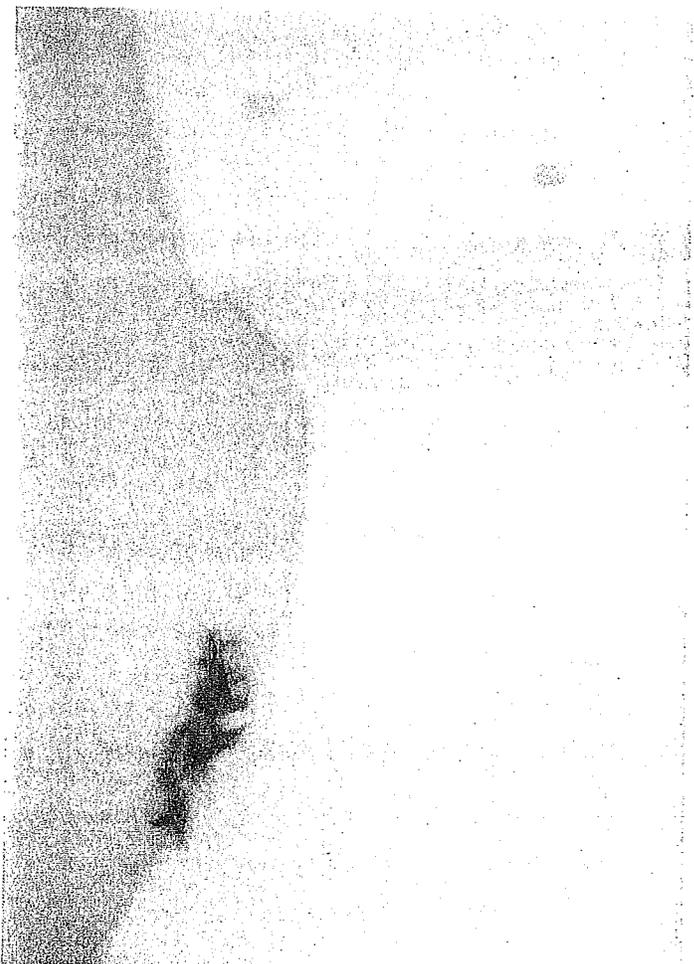
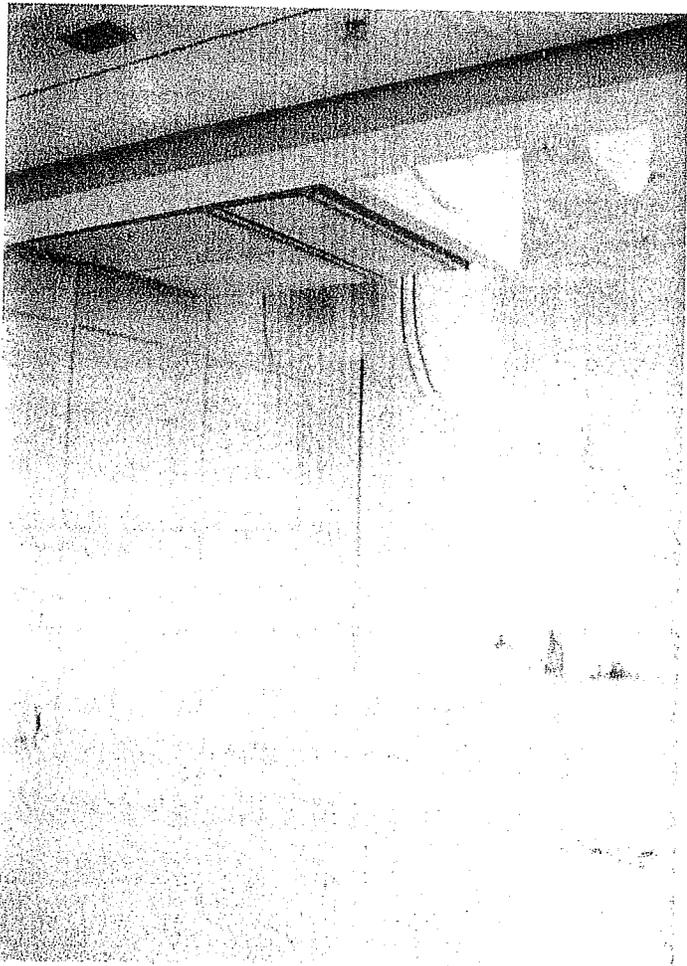
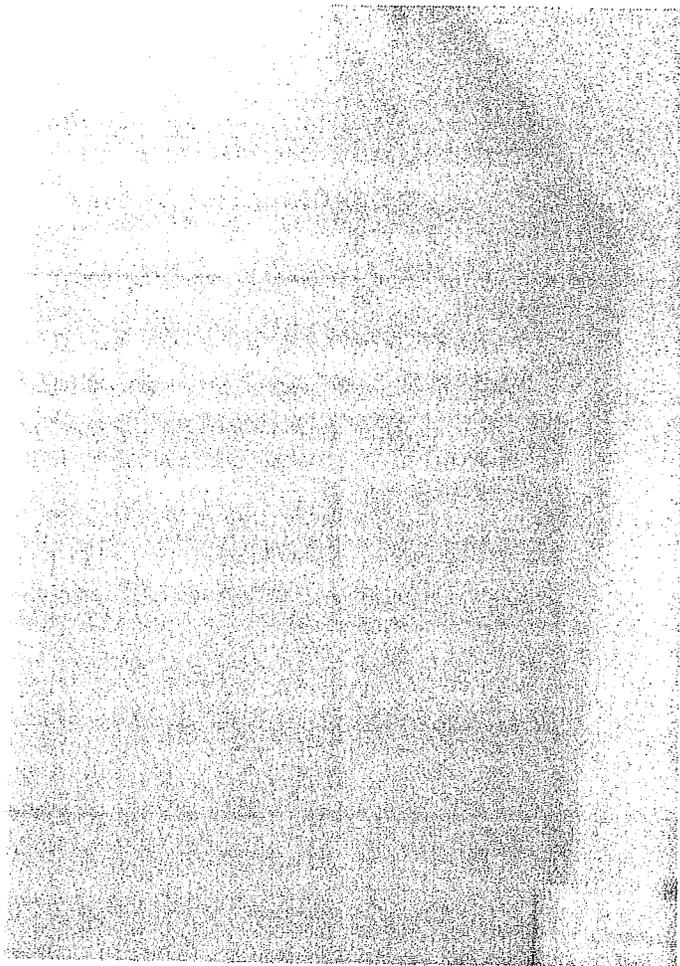
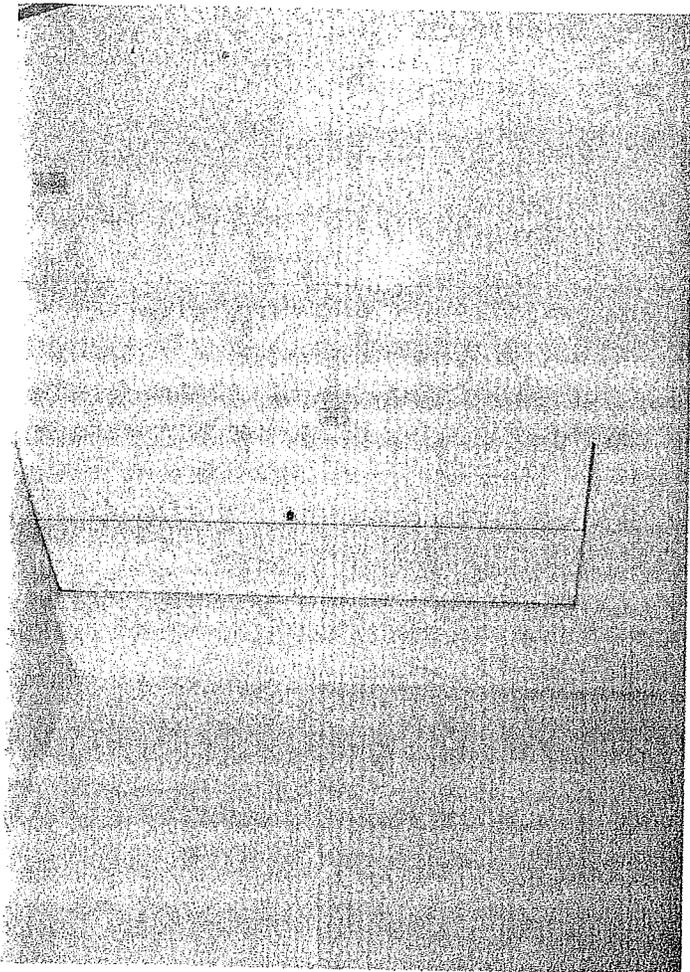
AUTHORIZED SIGNATURE _____ **DATE** _____
 (Co-owner)

We hereby agree to furnish labor and complete materials in accordance with the above specifications, at the above stated price.

CONTRACTOR SIGNATURE *M.B. Brown* **DATE** 9-1-06

REHAB SPECIALIST SIGNATURE: *[Signature]* **DATE** 9/11/06

CHANGE ORDER APPROVED BY: *[Signature]* **DATE** 9/18/06
 (Community Services Asst. Director)



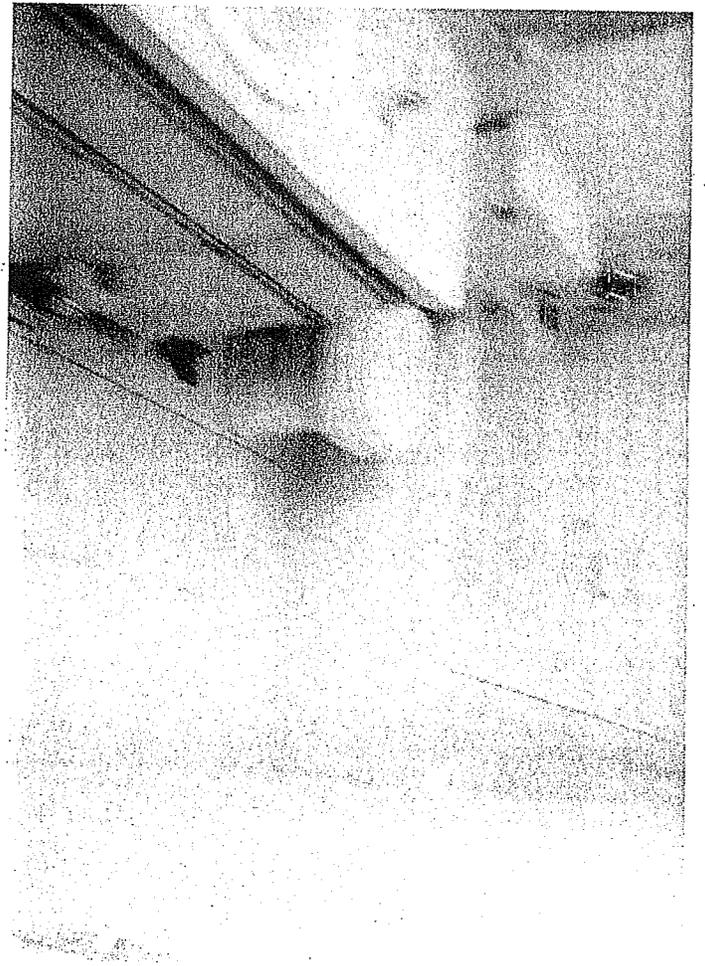
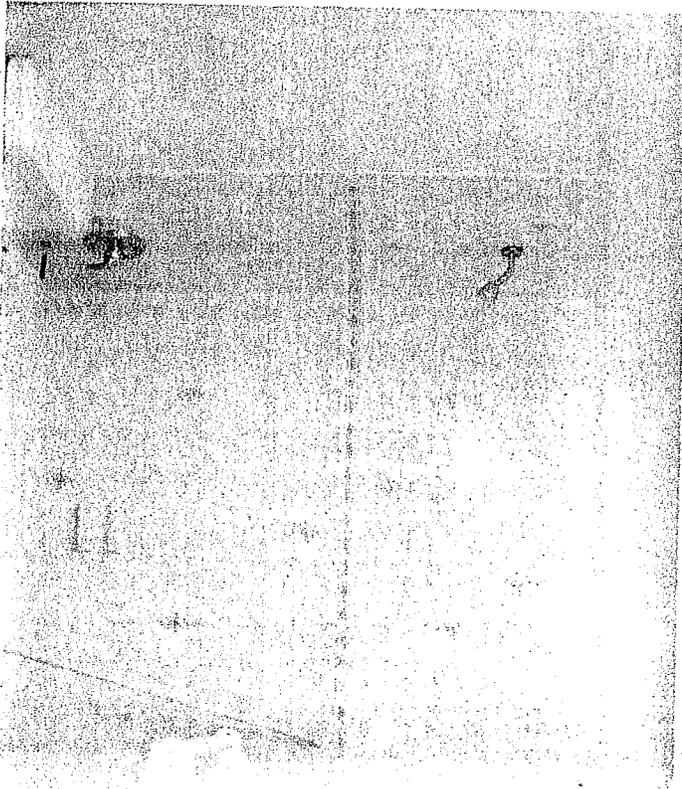
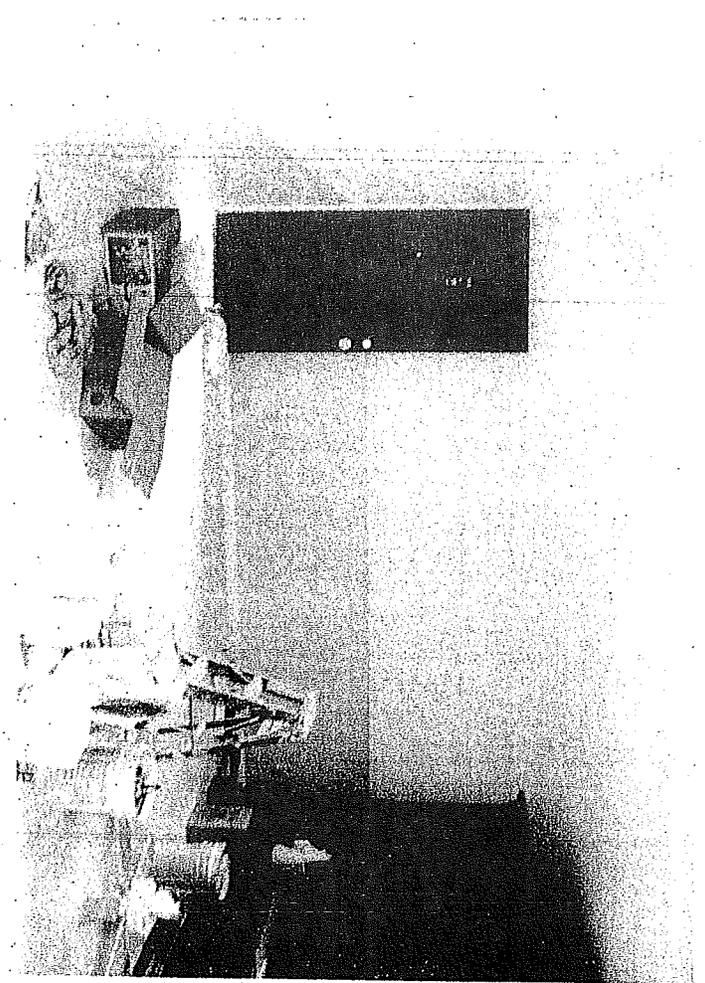
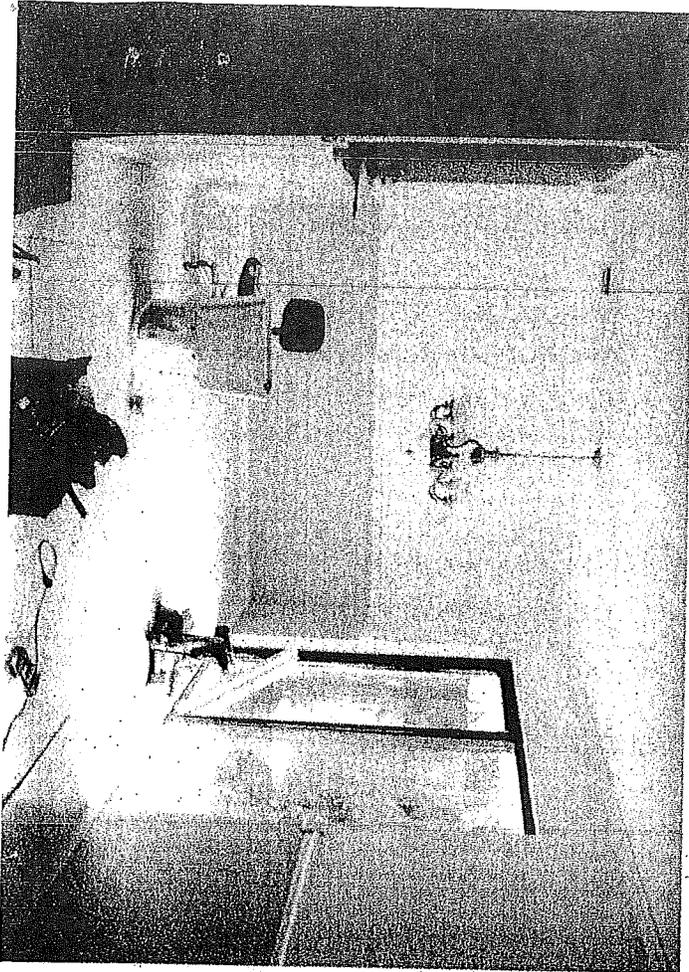


Exhibit 20

MEMO

To: Finance Department
From: Serena Knight, Program Specialist
Date: February 23, 2007
Subject: **HHR Program Mortgage Deed**

Enclosed are the original recorded mortgage deed(s).

Applicant	Program
Devonshay Johnson	HHR
Tommie & Teresa Johnson	HHR
Nathaniel Bailey	HHR

Should you have any questions, please contact me at ext. 253

/sbk

Exhibit 21

Loan Open Items List

Completed	Borrower	Date	Type of Loan	No Mortgage	No Note	No Amort
	Kave Gibson	9/19/2008	HHR DWN PMT	copy	X	X
	Kave Gibson	9/19/2008	SHIP DWN PMT	copy	x	x
	Alisha Cobb	2/29/2008	HHR DWN PMT	copy	x	x
	William Rolle	7/18/2008	HHR DWN PMT	copy	x	x
	Timothy Dukes	5/23/2008	HHR DWN PMT			x
	Timothy Dukes	5/23/2008	SHIP DWN PMT		x	x
	Lareen Burress	5/23/2008	HHR DWN PMT			x
	Colleen M. Miller	5/23/2008	HHR DWN PMT			x
	Colleen M. Miller	5/23/2008	SHIP DWN PMT		x	x
	John J. Smith	4/16/2008	HHR DWN PMT		x	x
	Tomonica C. Bell	4/16/2008	HHR DWN PMT		x	x
	Terry Barron	1/18/2008	HHR DWN PMT		x	x
	Glenda Johnson	2/29/2008	HHR DWN PMT		x	x
	Robert Wilson	8/15/2008	Rehab		x	x
	Patricia Cobb	4/12/2006	HHR DWN PMT			
	Lorefils Leroy	3/20/2006	HHR DWN PMT		x	x
	Lorefils Leroy	3/20/2006	SHIP DWN PMT		X	
	Devonshay Johnson	11/29/2006	HHR DWN PMT		x	x
	Randy Toombs	3/7/2007	Rehab		x	x
	Kunta Johnson	11/2/2006	HHR DWN PMT		x	x
	Tommie Johnson	11/9/2006	HHR DWN PMT		x	x
	Janice Chapel	12/22/2006	HHR DWN PMT		x	x
	Nathaniel Bailey	11/27/2006	HHR DWN PMT		x	x
	Jamie Viera	9/19/2008	Rehab			
	Drunell R Richard	11/13/2007	Rehab			
	Courtney Davis	9/14/2007	HHR DWN PMT			
Fiance to resolve						
x	Emakee Smith	8/29/2008	HHR DWN PMT			x
x	Shanika Reeves	3/17/2008	HHR DWN PMT			x
x	Barbara Moore	3/17/2006	Rehab			
x	Jason R Spells/Cheryl King	6/8/2007	HHR DWN PMT			

Other

Pioneer Park

Pioneer Park

Pioneer Park

Pioneer Park-Deferred pmts till 8/1/13

Pioneer Park-Deferred pmts till 5/15/09

Pioneer Park

Pioneer Park-Deferred pmts till 5/15/11

Pioneer Park-Deferred pmts till 5/15/09

Pioneer Park

Pioneer Park

Pioneer Park

Pioneer Park

Pioneer Park

In process

Need to release lean-note has 1yr clause

1% loan-need to know when pmts were to begin and determine if back pmts are due.

DEFERRED?

Bank Creek

In process

Bent Creek - \$9k @ 0% - need to know when pmts were to begin and determine if back pmts are due

Bent Creek

Biltmore Park

Bent Creek - \$9k @ 0% - need to know when pmts were to begin and determine if back pmts are due

In process

Need to know if this is done

Is this loan for \$36,200 or \$40,000?-sent file to Dorina 10/21/08

Book

\$9k @ 0%-pmts were to begin 4/15/08 - need to bill with letter

Never Booked-Book and send letter for back amount due-0%

Never Booked-Book and send letter for back amount due-0%

DISBURSED MONEY BUT NO FILE IN FINANCE

Borrower/Benefitor	Date fund disbursed	Check payable to	Amount
AMYX,DANIEL/LAURA	09/06 AP 06/16/06 0205757	SOUTH SHORE CON	10,000.00
BAILEY,CANDANCE	02/07 AP 11/15/06 0208494	NORTH AMERICA T	15,000.00
BROWN,GASTON & JOHNNIE WILLIS	06/07 AP 03/09/07 0210948	SMITH HOMES, IN	22,500.00
CLARK(LIL.CLARK,OCTAVIA	01/07 AP 11/01/06 0208381	MASON BROWN CON	10,000.00
CLARK,CYNTHIA	02/07 AP 11/15/06 0208676	NORCERA TRUST	1,400.00
CLARK,LILLIE	09/06 AP 06/16/06 0205707	MASON BROWN CON	7,000.00
DAWSON,WALTER/MINATE	08/08 AP 05/13/08 0218681	J.B. FLORIDA CO	12,500.00
GIBSON,KAYE	11/08 AP 08/21/08 0220514	TREASURE COAST	40,000.00
GIVENS,GLOIRA	06/07 AP 03/21/07 0211051	ARTISAN BUILDIN	14,647.00
HALL,STEVE	12/06 AP 10/04/06 0207840	L.E.B. DEMOLITI	9,235.70
HARRELL,SADIE	04/07 AP 12/29/06 0209454	JACOBSON CONSTR	3,875.00
HICKS,CHARILIE	04/07 AP 01/25/07 0209891	B & E BUILDERS	16,100.00
KNIGHT,ERIC	11/06 AP 08/25/06 0206997	ERIC KNIGHT	2,600.00
LONG,CAMESHA	08/08 AP 05/28/08 0219083	ST. LUICE TITLE	40,000.00
MERRITT-HARRIS,SUSIE	02/07 AP 12/01/06 0208800	ARTISAN BUILDIN	20,990.00
MIYAMOTA,LILIA	07/07 AP 04/06/07 0211460	L.E.B. DEMOLITI	10,405.60
MOORE,LETITA	11/08 AP 08/21/08 0220511	TREASURE COAST	15,000.00
MOSLEY,MAXINE	11/07 AP 08/24/07 0213912	JACOSBON CONSTR	4,235.00
OWENS,LILLAIN	12/07 AP 09/05/07 0214235	TERRAMAR CONSTR	13,000.00
PATRICIA,WOODEN	10/07 AP 06/26/07 0212970	INNOVATIVE CONS	10,525.00
QUINTAO,LUDIMILA	01/08 AP 10/19/07 0214869	ONE WORLD TITLE	30,000.00
RAYA,JUAN	10/08 AP 07/23/08 0219886	CONSUMER TITLE	15,000.00
RICHARDSON,M. EULA	05/07 AP 02/07/07 0210297	JACOBSON CONSTR	13,362.50
ROBERTS, DONNA	06/07 AP 03/09/07 0210753	B & E BUILDERS	13,200.00
SANDLIN,MARY	06/07 AP 03/21/07 0211050	ARTISAN BUILDIN	12,164.50
SENIOR,VERONICA	08/08 AP 04/30/08 0218393	FIRST AMERICAN	15,000.00
SINGLETARY-AVRIETT,BRENDA	10/07 AP 06/26/07 0212936	FIRST AMERICAN	14,690.61
SMITH,SHAMEKA	10/08 AP 07/09/08 0219805	TREASURE COAST	15,000.00
STAYTON,CHRISTINE	01/07 AP 10/17/06 0208078	JOE DIFRANCESCO	11,800.00
STERN,,DAVID	06/08 AP 04/01/08 0217908	JOSE RODRIQUEZ	3,000.00
STONE,BURRESS	08/08 AP 05/13/08 0218779	TREASURE COAST	15,000.00
TAYLOR,LAKENYA	07/06 AP 04/25/06 0204536	HULL & COMPANY	3,355.26
TOOMBS,RANDY/VERNITA	12/07 AP 09/05/07 0214258	VILLANOVA CONST	10,950.00
WEST,ERIC	11/08 AP 08/21/08 0220512	TREASURE COAST	40,000.00
WILLIAMS,AGNES	06/06 AP 03/09/06 0203685	MARTELL CONSTRU	15,000.00
WOULARD,KENNETH/SABRINA	11/08 AP 08/12/08 0219515	NORTH AMERICAN	30,000.00

HAVE FILE BUT MISSING NOTE

BOWEN,AMANDA	HOLT,STEVE/JENNIFER	
BRITT,GULETTA	HULETT,CARMETA	
BRYANT,VIOLA	KING,MILDRED	2007
CALIXTO,JOSE	KRAL, MATHEW	
CARROLL,INEZ	LANESE,THONDRA	
COE,DONNA	PRATT,KENITHA	
CROSS,LUWARNER	ROSS,BERNICE	
DRAKE,JOHNNIE	THOMAS,PAUL/SHARLEEN	
GILMORE,DOROTHY	WILKS,AUNDREA	
HAISLEY,BEATRICE	WILLIAM ,THOMAS/MARJORIE	
HAMBRICK,RUBY		
HAMILTON,GEORGIA		
HENDERSN,FANNIE		

AGNES	, WILLIAMS	WILLIAMS,AGNES
AL & NICOLE	, RICHARD/SMITH	RICHARD/SMITH,AL & NICOLE
ALICE	, VANN	VANN,ALICE
AMANDA	, BOWEN	BOWEN,AMANDA
ANGEL	, MCBRIDE	MCBRIDE,ANGEL
ANTHONY/BARBARA	, RICKS	RICKS,ANTHONY/BARBARA
AUNDREA	, WILKS	WILKS,AUNDREA
BEATRICE	, HAISLEY	HAISLEY,BEATRICE
BERNICE	, ROSS	ROSS,BERNICE
BETTY	, MOSS	MOSS,BETTY
BRENDA	, ROLLE	ROLLE,BRENDA
BRENDA	, SINGLETARY-AVRIETT	SINGLETARY-AVRIETT,BRENDA
BURRESS	, STONE	STONE,BURRESS
C.	, HICKS	HICKS,C.
C.MCCORMICK	,	,C.MCCORMICK
CAMESHA	, LONG	LONG,CAMESHA
CANDANCE	, BAILEY	BAILEY,CANDANCE
CARMETA	, HULETT	HULETT,CARMETA
CAROLYN	, GREEN	GREEN,CAROLYN
CATHERINE	, THOMAS	THOMAS,CATHERINE
CHARILIE	, HICKS	HICKS,CHARILIE
CHARLES	, ROUNDTREE	ROUNDTREE,CHARLES
CHARLES	, SIMON	SIMON,CHARLES
CHRISTINE	, STAYTON	STAYTON,CHRISTINE
CLARENCE	, DURDEN	DURDEN,CLARENCE
COE	, DONNA	DONNA,COE
CORA	, BURNS	BURNS,CORA
CYNTHIA	, CLARK	CLARK,CYNTHIA
CZARITA	, GHENT	GHENT,CZARITA
DANIEL/LAURA	, AMYX	AMYX,DANIEL/LAURA
DAVID	, STERN,	STERN,,DAVID
DEBORAH	, SARIKHANI	SARIKHANI,DEBORAH
DENISE/BARBARA	, MILLS	MILLS,DENISE/BARBARA
NELLIE	, PETERSON	PETERSON,NELLIE
DIANE	, COLLIER	COLLIER,DIANE
DOLLIE	, WILSON	WILSON,DOLLIE
DONNA	, COE	COE,DONNA
DONNA	, ROBERTS	ROBERTS,DONNA
DORA	, NEALE	NEALE,DORA
DOROTHY	, GILMORE	GILMORE,DOROTHY
DOROTHY	, WILLIAMS	WILLIAMS,DOROTHY
E	, RICHARDSON	RICHARDSON,E
E	, ZACKER	ZACKER ,E
EDNA	, FELTON	FELTON,EDNA
ELIZABETH	, ZACKERY	ZACKERY,ELIZABETH
EMMA	, BOLDEN	BOLDEN,EMMA
ERIC	, KNIGHT	KNIGHT,ERIC
ERIC	, WEST	WEST,ERIC
ESSIE	, FISHER	FISHER,ESSIE
ESSIE	, GAINES	GAINES,ESSIE
EVA	, JERGER	JERGER,EVA

FANNIE
FRANCES
GAIL
GEORGIA
GLOIRA
GROSS
GULETTA
HARRY
HEATING-JOSEPHINE
HILDA
INEZ
J. WILLIS/G.
JACK
JACQUELINE
JAMES
JESSICA
JOHN
JOHN
GASTON
JOHNNIE
JOSE
JUAN
KAYE
KENITHA
KENNETH/SABRINA
KIMBERLEE
KISHA
KRAL
KRYSTI
LAKENYA
LARRY/MARY
LENORA
LETITA
LETITA
LILIA
LILLAIN
LILLIE
LILLIE
LILLIE
LIZZI
LOUIDA
LUCAS/GAIL
LUDIMILA
LUIS/MONICA
LUWARNER
M. EULA
MAJOR/JEARLENE
MARY
MARY
MARY
MARY

, HENDERSN
, MCBRIDE
, GROSS
, HAMILTON
, GIVENS
,
, BRITT
, HARRIS
, ROSS
, FOXX
, CARROLL
, BROWN
, ANDERSON
, BURGESS
, BRITT
, GRAHAM
, PASCHAL
, WILLIS
, BROW
, DRAKE
, CALIXTO
, RAYA
, GIBSON
, PRATT
, WOULARD
, WILSON
, JOHNSON
, MATHEW
, STRUCK
, TAYLOR
, LEE
, LEE
, MOORE
, MOORE
, MIYAMOTA
, OWENS
, CLARK
, GAMBLE
, WILLIAMS
, ROUNDTREE
, RICKS
, GROSS
, QUINTAO
, GAMEZ
, CROSS
, RICHARDSON
, SMITH
, BRUNSON
, BURESS/STONE
, SANDLIN
, THOMAS

HENDERSN,FANNIE
MCBRIDE,FRANCES
GROSS,GAIL
HAMILTON,GEORGIA
GIVENS,GLOIRA
,GROSS
BRITT,GULETTA
HARRIS,HARRY
ROSS,HEATING-JOSEPHINE
FOXX,HILDA
CARROLL,INEZ
BROWN,J. WILLIS/G.
ANDERSON,JACK
BURGESS,JACQUELINE
BRITT,JAMES
GRAHAM,JESSICA
PASCHAL,JOHN
WILLIS,JOHN
BROW,GASTON
DRAKE,JOHNNIE
CALIXTO,JOSE
RAYA,JUAN
GIBSON,KAYE
PRATT,KENITHA
WOULARD,KENNETH/SABRINA
WILSON,KIMBERLEE
JOHNSON,KISHA
MATHEW,KRAL
STRUCK,KRYSTI
TAYLOR,LAKENYA
LEE,LARRY/MARY
LEE,LENORA
MOORE,LETITA
MOORE,LETITA
MIYAMOTA,LILIA
OWENS,LILLAIN
CLARK,LILLIE
GAMBLE,LILLIE
WILLIAMS,LILLIE
ROUNDTREE,LIZZI
RICKS,LOUIDA
GROSS,LUCAS/GAIL
QUINTAO,LUDIMILA
GAMEZ,LUIS/MONICA
CROSS,LUWARNER
RICHARDSON,M. EULA
SMITH,MAJOR/JEARLENE
BRUNSON,MARY
BURESS/STONE,MARY
SANDLIN,MARY
THOMAS,MARY

MATHEW	, KRAL	KRAL,MATHEW
MATTHEW	, GRIFFIN	GRIFFIN,MATTHEW
MATTIE	, BROWN	BROWN,MATTIE
MAXINE	, MOSLEY	MOSLEY,MAXINE
MICHAEL	, BARRON	BARRON,MICHAEL
MILDRED	, KING	KING,MILDRED
MINATEE	, DAWSON	DAWSON,MINATEE
MOINSOUL/JEAN	, ISEMIE	ISEMIE,MOINSOUL/JEAN
MORRIS/EULA	, RICHARDS	RICHARDS,MORRIS/EULA
NATISSIA	, ADDERLY	ADDERLY,NATISSIA
NELLIE	, PETERSON	PETERSON,NELLIE
NORA	, SMITH	SMITH,NORA
NORA	, SMITH	SMITH,NORA
NORCIS	, BROWN	BROWN,NORCIS
OCTAVIA	, CLARK(LIL.CLARK	CLARK(LIL.CLARK,OCTAVIA
ORNIE	, PATTERSON	PATTERSON,ORNIE
PARK-DIANE	, COLLIER	COLLIER,PARK-DIANE
PAT	, WOODEN	WOODEN,PAT
PATRICIA	, COLLINS	COLLINS,PATRICIA
PATRICIA	, KELLY-L.GAMBLE	KELLY-L.GAMBLE,PATRICIA
PATRICIA	, SMITH	SMITH,PATRICIA
PATRICIA	, WOODEN	WOODEN,PATRICIA
PAUL/SHARLEEN	, THOMAS	THOMAS,PAUL/SHARLEEN
PAUL	, THOMAS	THOMAS,PAUL
PAULINE	, DUNCAN	DUNCAN,PAULINE
PEDRO/LUNA/ERICA	, HERNANDE	HERNANDE,PEDRO/LUNA/ERICA
RA	, MOORE	MOORE,RA
RANDY/VERNITA	, TOOMBS	TOOMBS,RANDY/VERNITA
REGINA	, HURST	HURST,REGINA
RICHARDSON	, RICHARDSON	,RICHARDSON
ROBERT/KIM	, WILSON	WILSON,ROBERT/KIM
ROBERTS	, DONNA	DONNA,ROBERTS
ROSA/BELL	, VICKERS	VICKERS,ROSA/BELL
ROSE	, PARKER	PARKER,ROSE
ROSETTA	, WRIGHT	WRIGHT,ROSETTA
ROSS	, ROSS	,ROSS
RUBY	, HAMBRICK	HAMBRICK,RUBY
S.	, WILSON	WILSON,S.
SADIE	, HARRELL	HARRELL,SADIE
SADIE	, KEY	KEY,SADIE
SANDRA	, HALL	HALL,SANDRA
SHAMEKA	, SMITH	SMITH,SHAMEKA
SHAMEKA	, CLEVELAND	CLEVELAND,SHAMEKA
STARLING	, ELECTRIC	ELECTRIC,STARLING
STEVE/JENNIFER	, HOLT	HOLT,STEVE/JENNIFER
STEVE	, HALL	HALL,STEVE
SUSIE	, MERRITT-HARRIS	MERRITT-HARRIS,SUSIE
T.	, MITZ	MITZ,T.
TEREATHA	, RAGIN	RAGIN,TEREATHA
THELMA	, PRATER	PRATER,THELMA
THOMAS/MARJORIE	, WILLIAM	WILLIAM ,THOMAS/MARJORIE

THOMAS
THOMAS
THONDRA
TIMOTHY
VAYLE
VERNELL
VERONICA
VINCENT
VIOLA
VIVIAN
WALTER/MINATE
WILLIE
WILLIE
WILLIE
WILLIE/PERALIE
WOODEN

, KINSLOW
, REYNOLDS
, LANESE
, MITZ
, HUTTO
, MOORE
, SENIOR
, HILL
, BRYANT
, PLOWDEN
, DAWSON
, JACOBS
, COBB
, WASHINGTON
, JACOBS
, PATRICIA

KINSLOW, THOMAS
REYNOLDS, THOMAS
LANESE, THONDRA
MITZ, TIMOTHY
HUTTO, VAYLE
MOORE, VERNELL
SENIOR, VERONICA
HILL, VINCENT
BRYANT, VIOLA
PLOWDEN, VIVIAN
DAWSON, WALTER/MINATE
JACOBS, WILLIE
COBB, WILLIE
WASHINGTON, WILLIE
JACOBS, WILLIE/PERALIE
PATRICIA, WOODEN

Exhibit 22

CITY OF FORT PIERCE
State Housing Initiatives Partnership (SHIP) & Hurricane Housing Recovery Programs
(Documents required from title companies for Closings)

1. Proof and copy of hazard insurance. Mortgage clause must read:
City of Fort Pierce
Department of Community Development
Community Services Division
P.O. Box 1480, 100 North U.S. Highway #1
Fort Pierce, Florida 34954
2. HUD-1 Settlement Statement must be prepared, according to the purchase contract and pursuant to any additional requirements of first mortgage lenders.
3. In order to request funds, the attached "Calculation of Second Mortgage Amount" should be filled out and faxed along with copy of the HUD1 to: Dorina L. Jenkins, Community Development Assistant Director at (772)461-2954. A check will be hand delivered after 2:00 P.M., to local offices at or before closing. If there is a change in the scheduled closing time, you should immediately notify this office.
4. Compete the note and mortgage with the following information:
Note: Date & location of closing, property address, borrowers names, and loan amount.
Mortgage: Date of closing, loan amount, borrower name(s) in two places, first mortgage lenders name, a legal description and property address, Notary and witness information. Borrower's name and property address on page 1.
5. (A copy of the fully executed mortgage and original note should be furnished to the city representative upon closing. The original recorded mortgage and note is to be sent to the city with the title policy within 15 days after closing.)
6. A survey certified to the City of Fort Pierce, a municipal corporation, must be issued at closing.
7. A commitment for title insurance in the amount of the mortgage insuring the City of Fort Pierce, a municipal corporation, must be provided to the city at least 10 days before closing with a title insurance policy to be issued within 15 days after closing.
8. Have the applicant sign the "Notice to Applicant" provided by the city and send signed "Notice" to lender.

Please do not hesitate to call if you have any questions.

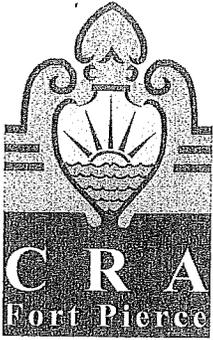
Dorina L. Jenkins

Community Development Assistant Director
(772) 460-2200, Ext. 230/djenkins@city-ftpierce.com

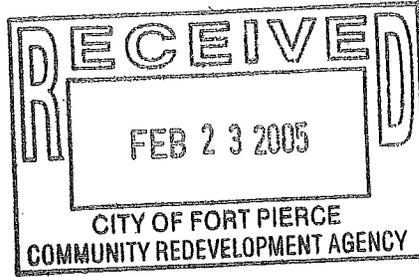
or

Sadie Cooper, SHIP Program Specialist, Ext. 228/scooper@city-ftpierce.com
Serena Knight, HHR Program Specialist, Ext. 253/sknight@city-ftpierce.com

Exhibit 23



FORT PIERCE COMMUNITY REDEVELOPMENT AGENCY



City of Fort Pierce
100 North U.S. 1
P.O. Box 1480
Fort Pierce, Florida 34954-1480
Tel (772) 460-2200
Fax (772) 461-2954
www.cityoffortpierce.com

February 14, 2005

Dear Applicant:

We are in receipt of your application for the Weatherization Grant.

Please note that the following items are needed for sufficiency:

- Warranty Deed or Quick Claim Deed.
- Homeowner' Insurance (If Applicable).
- Copy of Recent Utility Bill.
- Copy of Energy Survey Conducted by FPUA
- Recent Bank Statement for One (1) Month All Accounts
- Proof of Income (School Bd + weed + Seed)
- Homeowner(s) Drivers License
- Homeowner(s) Social Security Card
- Completed Verification Forms none supplied will Fax in

IF NONE OF THE ITEMS ARE CHECKED THE APPLICATION IS DEEMED SUFFICIENT.

Please remember that the deadline for grant submittals is 5:00 p.m. on March 11, 2005. Applications that have been deemed insufficient may be updated (by supplying missing information) and re-submitted to the CRA prior to the deadline.

Applications found sufficient will be reviewed by the CRA Board on April 27, 2005. You will be notified by mail of the specifics of the CRA Board Meeting.

If I can be of further assistance to you, please do not hesitate to contact me at 460-2200, ext. 277.

Sincerely,

Robert P. Franke, AICP
Community Redevelopment Agency Director

Exhibit 24

CHANGE ORDER

Additional Work Authorization

OWNER: Portia George

CHANGE ORDER NO. 463

ADDRESS: 707 North 19th Street - Fort Pierce, FL 34950

CONTRACT NO.
Weatherization

CONTRACTOR: Ross Construction

DATE: February 21, 2006

You are hereby authorized to perform the following specifically described additional work:

Removed/Replace 1 additional window	
Installed shutters on all windows	
Remove old door and installed new louver door	
Labor & Materials	\$2,325.00

PAYMENT FOR ADDITIONAL WORK WILL BE IN THE AMOUNT OF \$ 2,325.00

ORIGINAL CONTRACT AMOUNT \$ _____
 NEW CONTRACT AMOUNT \$ _____
 AMOUNT PAID TO CONTRACTOR \$ _____
 (BALANCE DUE) \$ _____

The above additional work is to be performed under the same conditions in original contracts unless otherwise stipulated.

AUTHORIZED SIGNATURE Portia George **DATE** 2/21/06
 (Owner)

AUTHORIZED SIGNATURE _____ **DATE** _____
 (Co-owner)

We hereby agree to furnish labor and complete materials in accordance with the above specifications, at the above stated price.

CONTRACTOR SIGNATURE Lyle L. Ross **DATE** 02-21-06

REHAB SPECIALIST SIGNATURE: Steve McNeil **DATE** _____

CHANGE ORDER APPROVED BY: Don L. Lee **DATE** 2/21/06
 (Community Dev. Coordinator)

Ross Construction & Builders, Inc.*For All your Building and Repair Needs***INVOICE**

Lic. # CGC 1507231
 P.O. Box 690575
 Vero Beach, Florida 32969
 Phone (352) 745-2313 Fax (772) 978-7352

INVOICE #356
 DATE:FEBRUARY 12, 2006

TO
 City of Fort Pierce
 C/O Portia George
 707 North 19th Street
 Fort Pierce

FOR:
 Weatherization Grant Program

DESCRIPTION	AMOUNT
Removed /Replaced 1 additional window	
Installed shutters on all windows	
Removed old door and installed new louver door	
Total additional cost	\$2,325.00
Original contract price	\$8,436.00
TOTAL COST TO DATE	\$10,761.00

Make all checks payable to Ross Construction & Builders, Inc.

P.O. Box 690575
 Vero Beach, FL 32969

If you have any questions concerning this invoice, contact LaMonte Ross, General Contractor (352)-745-2313

Thank you for your business!

CERTIFICATE OF FINAL INSPECTION

Name and Address of Public Body
City of Fort Pierce
P.O. Box 1480
Fort Pierce, Florida 34954

Program: Weatherization
Case No.: Weatherization

Date Final Inspection Completed

2 Mo 13 Day 06 Year

Address of Rehabilitated Property

707 North 19th Street
Fort Pierce, FL 34950

Certification of Final Inspection

Final Inspection has been made of the property rehabilitated with Federal financial assistance. The construction work has been satisfactorily completed in accordance with the construction contract and the work write-up specifications. The property now conforms to the requirements of the City's Building Code.

2/13/06
Date

2-13-06
Date

2/21/06
Date

2/21/06
Date

Date

Ivan B. Albright
Building Inspector

Steve McQuinn
Housing Rehabilitation Specialist

Yon L. Lee
Community Development Coordinator

Portia George
Applicant

Applicant

Request for Final Payment

Work has been completed on the above captioned property in accordance with the Construction Contract. I hereby request final payment in the amount of \$ _____, which when paid, will be in full satisfaction of monies due and owing under the contract.

Lugene L. Ross
Contractor

Exhibit 25

CHANGE ORDER

Additional Work Authorization

OWNER: Lillie M. Clark

CHANGE ORDER NO. 485

ADDRESS: 1705 N. 18th Street

CONTRACT NO.

CONTRACTOR: Mason B. Brown Jr., General Contractor

DATE: February 5, 2007

You are hereby authorized to perform the following specifically described additional work:

(1) Cut headers front and rear doors	\$ 300.00
(2) Remove and replace facial and gable boards South side. North sides remove and replace 10ft trim on T-11 board.	\$ 500.00
(3) Front of house reconstruct frame & build structure for 1x6 screen enclosure	\$ 1,500.00
(4) Bathroom had to be demoed completely & rodged out due tot rotten wood when removed. Screen wired to wall and retiled. Floor had structure damage had to be re-supported. Apply screen wire, mud and set tile.	\$ 1,500.00
(5) Install trap for toilet and reset.	\$ 300.00
(6) Stucco Exterior of the house.	\$ 3,500.00
(7) Build and poured step the back door.	\$ 150.00
TOTAL	\$ 7,750.00

PAYMENT FOR ADDITIONAL WORK WILL BE IN THE AMOUNT OF	\$ <u>7,750.00</u>
ORIGINAL CONTRACT AMOUNT	\$ <u>18,950.00</u>
NEW CONTRACT AMOUNT	\$ <u>26,650.00</u>
AMOUNT PAID TO CONTRACTOR	\$ <u>34,400.00</u>
(BALANCE DUE)	\$ <u>2,650.00</u>

The above additional work is to be performed under the same conditions in original contracts unless otherwise stipulated.

AUTHORIZED SIGNATURE Octavia C. Patterson **DATE** 2-5-07
(Owner)

AUTHORIZED SIGNATURE _____ **DATE** _____
(Co-owner)

We hereby agree to furnish labor and complete materials in accordance with the above specifications, at the above stated price.

CONTRACTOR SIGNATURE M. Brown Jr. **DATE** 2-5-07

REHAB SPECIALIST SIGNATURE: Steve McQuade **DATE** 2-5-07

CHANGE ORDER APPROVED BY: [Signature] **DATE** 2/8/07
(Asst. Director of Community Services)

Change Order

July 20, 2006

Job site: Lillie M. Clark
1705 N. 18th Street
Ft. Pierce, FL 34950

Change Orders

- | | |
|---|------------|
| 1. Cut headers front and rear doors. | \$300.00 |
| 2. Remove and replace facial and gable boards
South side. North sides remove and replace 10ft trim on
T-11board. | \$500.00 |
| 3. Front of house reconstruct frame and build structure for 1x6
Screen enclosure. | \$1,500.00 |
| 4. Bathroom had to be demoed completely and Rodded out
Due to Rotten wood when removed. Screen wired to wall
And retiled. Floor had structure damage had to be Re-supported,
Apply screen wire, Mud, and set tile. | \$1,500.00 |
| 5. Install Trap for Toilet and Reset. | \$300.00 |
| 6. Stucco Exterior of the House. | \$3,500.00 |
| 7. Build and Poured step for the back door. | \$150.00 |

Please remit payment in the amount of: \$7,750.00

Contractor's Signature _____ Date _____
Mason B. Brown Jr., General Contractor
CGC# 1507374

Exhibit 26

CERTIFICATE OF FINAL INSPECTION

Name and Address of Public Body
City of Fort Pierce
P.O. Box 1480
Fort Pierce, Florida 34954

Program: Weatherization
Case No.: Weatherization

Date Final Inspection Completed

5 15 06
Mo Day Year

Address of Rehabilitated Property

1702 North 29th Street
Fort Pierce, FL 34950

Certification of Final Inspection

Final Inspection has been made of the property rehabilitated with Federal financial assistance. The construction work has been satisfactorily completed in accordance with the construction contract and the work write-up specifications. The property now conforms to the requirements of the City's Building Code.

5/15/06
Date

Iran B. Almaguer
Building Inspector

5/15/06
Date

Steve M. Baggio
Housing Rehabilitation Specialist

5/15/06
Date

Yonina L. Leake
Community Services Assistant Director

5/15/06
Date

Elyah White
Applicant

5/15/06
Date

Benjamin White
Applicant

Request for Final Payment

Work has been completed on the above captioned property in accordance with the Construction Contract. I hereby request final payment in the amount of \$ 10,250.00, which when paid, will be in full satisfaction of monies due and owing under the contract.

Raymond J. ...
Contractor

CHANGE ORDER

Additional Work Authorization

OWNER: Elijah White
ADDRESS: 1702 North 29th Street
CONTRACTOR: Ross Construction

CHANGE ORDER NO.
CONTRACT NO. Weatherization
DATE: May 15, 2006

You are hereby authorized to perform the following specifically described additional work:

EXTRAS:	
Remove and replace existing roof with the following specifications:	\$5,250.00
All purpose vents; replace pitch with 30lb felt; Miami Dade shingles;	
Disposal of all construction waste materials and all permits and fees.	
	\$5,250.00

PAYMENT FOR ADDITIONAL WORK WILL BE IN THE AMOUNT OF	\$ <u>5,250.00</u>
ORIGINAL CONTRACT AMOUNT	\$ <u>10,752.00</u>
NEW CONTRACT AMOUNT	\$ <u>16,002.00</u>
AMOUNT PAID TO CONTRACTOR	\$ <u>5,752.00</u>
(BALANCE DUE)	\$ <u>10,250.00</u>

The above additional work is to be performed under the same conditions in original contracts unless otherwise stipulated.

AUTHORIZED SIGNATURE Elijah White **DATE** 5/15/06
 (Owner)

AUTHORIZED SIGNATURE Elijah White **DATE** 5/15/06
 (Co-owner)

We hereby agree to furnish labor and complete materials in accordance with the above specifications, at the above stated price.

CONTRACTOR SIGNATURE Luzene L. Ross **DATE** 5/15/06

REHAB SPECIALIST SIGNATURE: Shawn M. [Signature] **DATE** 5/15/06

CHANGE ORDER APPROVED BY: [Signature] **DATE** 5/15/06
 (Asst. Director of Community Services)

Ross Construction & Builders, Inc.

CGC1507231

Change Order

Proposal # 1702

Change Order Submitted To: Elijah White C/O City of Ft. Pierce/ Steve McBride
1702 29th ST.
Ft. Pierce, FL
Phone: 772-460-2200 Fax: 772-461-2954

We hereby add the Exterior Roof to the scope of work to the original contract between Ross Construction, City of Ft. Pierce, and Elijah White. Ross Construction will provide the materials and perform the labor necessary for the completion of the damaged roof at residence:

- Exterior Roof: *\$2,350.00 → \$2,350.00*
- 1) Remove and replace pitch with 30lb felt and Miami Dade approved shingles --
 - 2) Use all purpose vents --
 - 3) Replace 4x8 sheets of plywood @ an additional cost of \$65 per sheet --
 - 4) Dispose of all construction waste materials *-\$500.00*
 - 5) All permit and fees *-\$150.00*

*All materials and permit is guaranteed to be specified and the above work to be performed in accordance with code and specifications for above work and completed in a substantial workmanlike manner for the sum of **\$5,250.00 (Five thousand two hundred and fifty dollars.)**

*Any alterations or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the contract. All agreements contingent upon strikes, accidents, shortage of supplies or Mother Nature delays beyond Ross Construction control.

Change Order not Valid unless signed by Contractor & Customer:

Authorized Signature: *Lugene L. Ross*
Lugene LaMonte' Ross

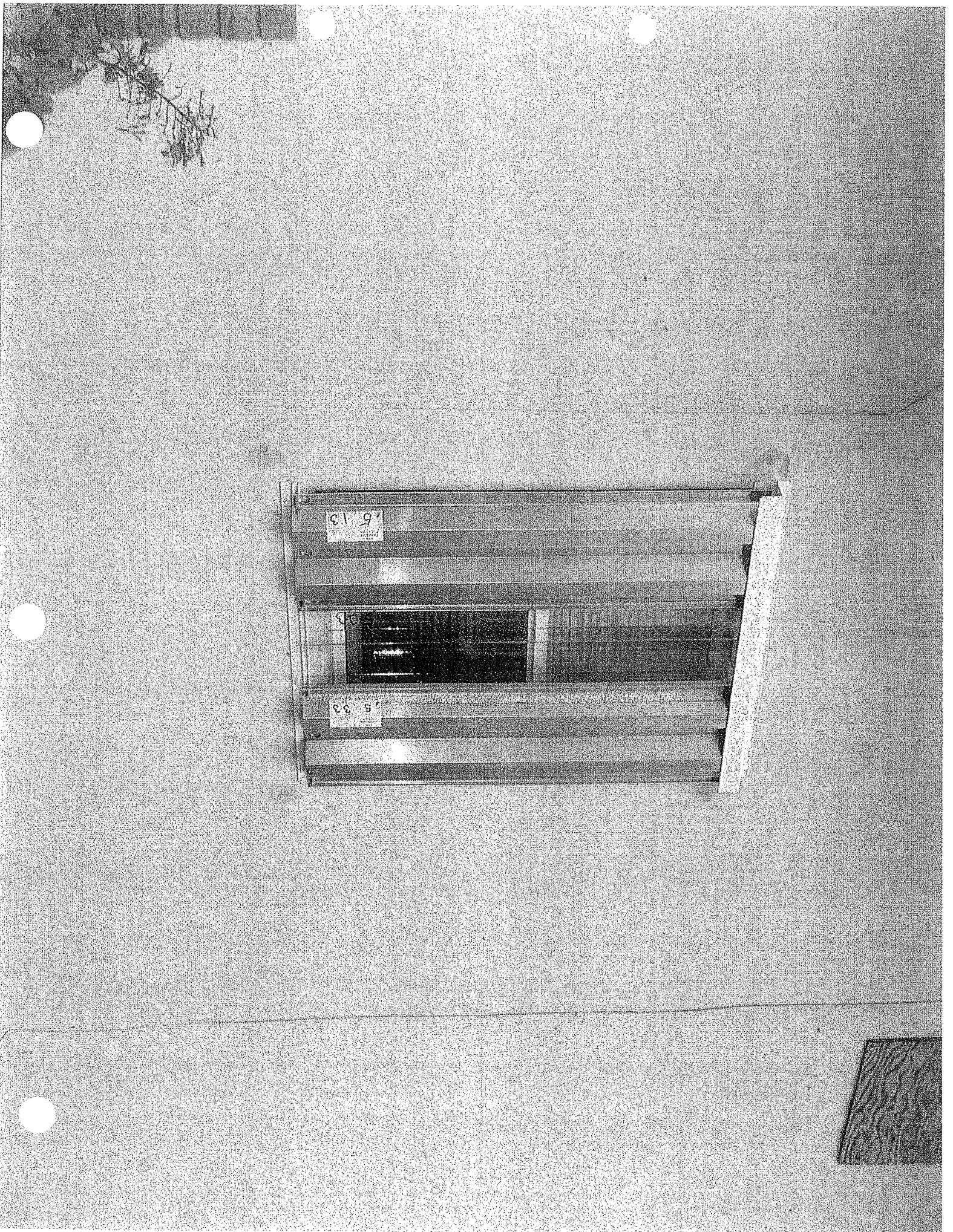
ACCEPTANCE OF CHANGE ORDER

The above prices, specifications, and conditions are satisfactory and are hereby accepted.
You authorized to do work as specified.

Signature: *Steve McBride* Date: *5/12/06*

1702 29th St
Yea L. Led *5/10/06*

P.O. Box 690575
Vero Beach, Florida 32967
Phone: 352-745-2313
Fax: 772-569-6974



5 13

8

5 22

Exhibit 27

CHANGE ORDER

Additional Work Authorization

OWNER: Ollie & Cappie Rose
ADDRESS: 2902 Carver Street Street
 Fort Pierce, FL 34950
CONTRACTOR: Terramar Construction

CHANGE ORDER NO. 469
CONTRACT NO.
 Weatherization
DATE: April 13, 2006

You are hereby authorized to perform the following specifically described additional work:

Cut openings for two A/C units in walls	
Cut openings and install three regress windows	
Install two electrical outlets in bedrooms	
Install new soffits	
Upgrade all electrical outlets	
Total	\$2,800.00

PAYMENT FOR ADDITIONAL WORK WILL BE IN THE AMOUNT OF \$ 2,800.00
 ORIGINAL CONTRACT AMOUNT \$ 8,150.00
 NEW CONTRACT AMOUNT \$ 2,800.00
 AMOUNT PAID TO CONTRACTOR \$ 6,180.00
 (BALANCE DUE) \$ 4,800.00

The above additional work is to be performed under the same conditions in original contracts unless otherwise stipulated.

AUTHORIZED SIGNATURE Cappie Rose **DATE** 4-13-06
 (Owner)

AUTHORIZED SIGNATURE Ollie Rose **DATE** 4-13-06
 (Co-owner)

We hereby agree to furnish labor and complete materials in accordance with the above specifications, at the above stated price.

CONTRACTOR SIGNATURE Remmy Sampate **DATE** 4-13-06

REHAB SPECIALIST SIGNATURE: John M. Brink **DATE** _____

CHANGE ORDER APPROVED BY: Bob L. Deel **DATE** 4/14/06
 (Community Services Assistant Director)

2006 South 30th St.

Fax Cover Sheet

Terramar Construction Inc.
6856 SW 22nd Street
Miramar, Florida 33023
Phone (954) 742-5747

Recipient's Name	Steve
Organization	City of Fort Pierce
Fax Number	(772) 481-2954
Telephone Number	
Date	04/03/06
Subject	Proposals

Total Number of Pages: 4

Urgent

Reply ASAP

Please Comment

For Your Records

Comments:

STARLING ELECTRIC, INC.

1904 Hartman Road Fort Pierce, FL 34947

(772) 466-6891 Fax: (772) 489-3603

PROPOSAL FOR ELECTRICAL WORK

Submitted to Steve McBride
Job Name: House
Job Address: 2902 Carver Street
Fort Pierce, FL 34982

Phone: 466-1600 Fax: 461-2954
Cell: 216-1273

REVISED

PROPOSAL DATE: April 3, 2006

- #1. INSTALL 2 CIRCUITS FOR 2 BEDROOM WINDOW A/C UNITS.
- #2. INSTALL 1 CIRCUIT FOR WALL HEATER IN HALLWAY.

COMPLETE ELECTRICAL INSTALLATION AS PER PLANS AND SPECIFICATIONS WITH 0 ADDEND

120 Amp square D breakers	Caulking	Madison holding bars
Pipe	Rotary hammer drill	Romex connectors
Connectors	Ground lug	Flex
Couplings	Weather proof bell boxes	Flex connectors
Straps	Weather proof blank covers	Labor
LB complete	Wire nuts	Hardware
PVC sweep	Receptacles	Nipple
PVC glue	Receptacle plates	
#12 Copper wire	Cut in boxes	

NOTE: Heater supplied by customer.

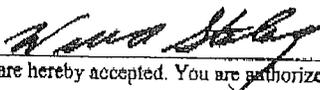
WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR:

ONE THOUSAND FOUR HUNDRED 00/100 DOLLARS.

THE SUM OF: **(\$ 1,400.00)** with payment to be made as follows: Invoiced on the 25th of the month, payment by the 10th of the month.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above the specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. This proposal subject to acceptance within 90 days and is void thereafter at the option of the undersigned.

AUTHORIZED SIGNATURE: _____



William A. Starling, President

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Acceptance Date: _____

Signature: _____

CERTIFICATE OF FINAL INSPECTION

Name and Address of Public Body
City of Fort Pierce
P.O. Box 1480
Fort Pierce, Florida 34954

Program: Weatherization
Case No.: Weatherization

Date Final Inspection Completed

4 / 11 / 06
Mo Day Year

Address of Rehabilitated Property

2902 Carver Street Street
Fort Pierce, FL 34950

Certification of Final Inspection

Final Inspection has been made of the property rehabilitated with Federal financial assistance. The construction work has been satisfactorily completed in accordance with the construction contract and the work write-up specifications. The property now conforms to the requirements of the City's Building Code.

4/11/06
Date

Joan B. Alving
Building Inspector

4-11-06
Date

Steve McKeel
Housing Rehabilitation Specialist

4/14/06
Date

Joe L. Ford
Community Services Assistant Director

4/11/06
Date

Allie Rose
Applicant

4/11/06
Date

Cappie Rose
Applicant

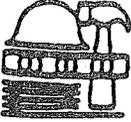
Request for Final Payment

Work has been completed on the above captioned property in accordance with the Construction Contract. I hereby request final payment in the amount of \$ 4,800.00, which when paid, will be in full satisfaction of monies due and owing under the contract.

Benjamin Bryant
Contractor

Exhibit 28

Buyer's Order



Monarch Property Management

451 Waters Dr.
Ft. Pierce, FL 34946
(561) 723-9439

G.C. #CBC35000

BUYER'S ORDER SUBMITTED TO

Alice Skelton

PHONE

DATE

10/3/05

STREET

2307 DELAWARE AVE

CITY, STATE AND ZIP CODE

FT. PIERCE FL 34950

We hereby submit specifications and estimates for:

Reinstall one storm screen door

(2) Replace screen on porch approx 120 sq. ft.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

\$700⁰⁰

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized
Signature

[Signature]

Acceptance of Buyer's Order — The above prices

specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

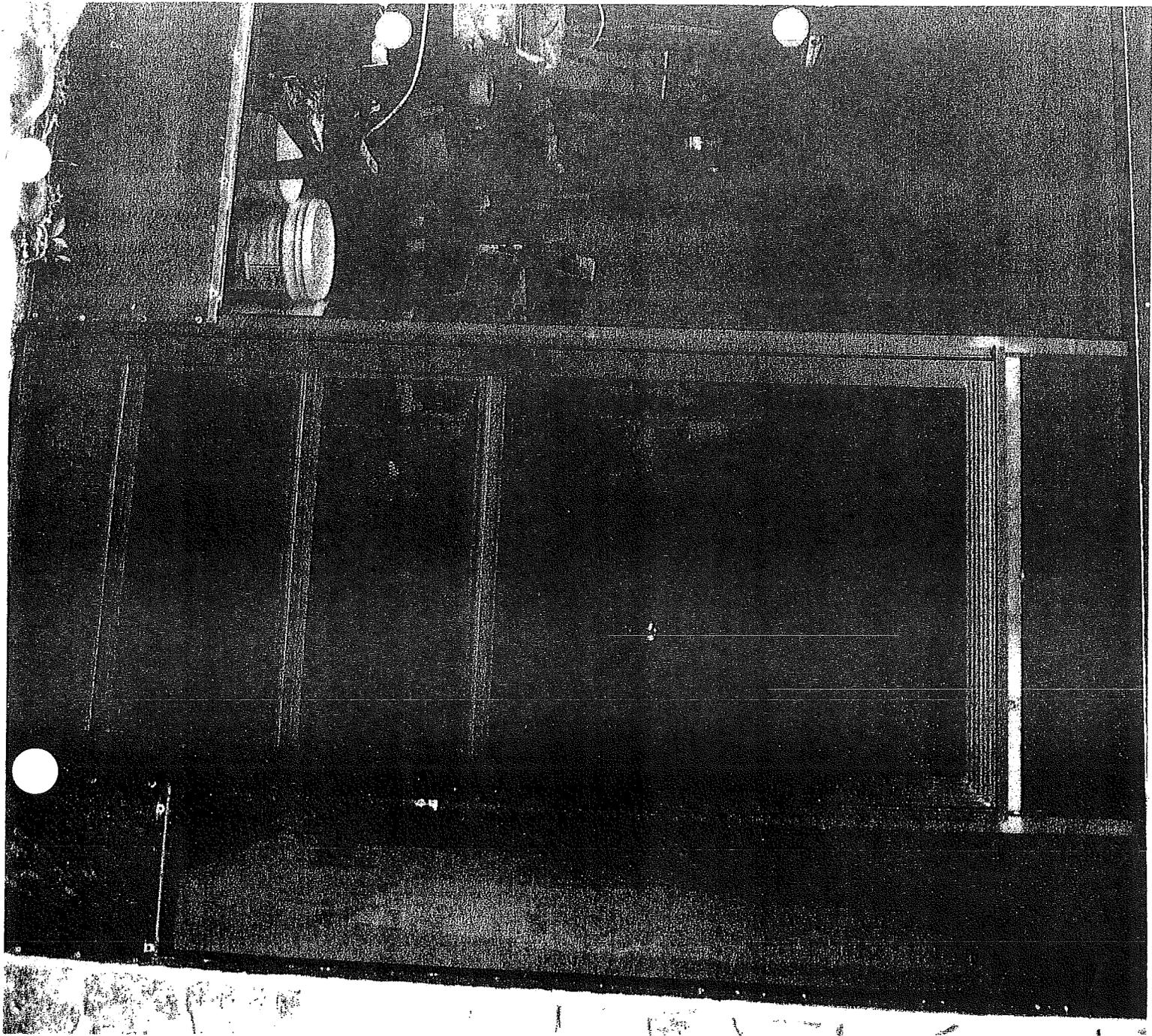
Signature

[Signature]

Signature

Date of acceptance:

10/3/05



CERTIFICATE OF FINAL INSPECTION

Name and Address of Public Body
City of Fort Pierce
P.O. Box 1480
Fort Pierce, Florida 34954

Program: Weatherization
Case No.: Weatherization

Date Final Inspection Completed

Address of Rehabilitated Property

9 20 05
Mo Day Year

2307 Delaware Ave.
Fort Pierce, FL 34950

Certification of Final Inspection

Final Inspection has been made of the property rehabilitated with Federal financial assistance. The construction work has been satisfactorily completed in accordance with the construction contract and the work write-up specifications. The property now conforms to the requirements of the City's Building Code.

9-21-05
Date

Mike Jones
Building Inspector

9-20-05
Date

Steve McBride
Housing Rehabilitation Specialist

9/21/05
Date

Don L Deal
Community Services Assistant Director

9/20/05
Date

Alan Sledge
Applicant

Date

Applicant

Request for Final Payment

Work has been completed on the above captioned property in accordance with the Construction Contract. I hereby request final payment in the amount of \$ 10,450.00, which when paid, will be in full satisfaction of monies due and owing under the contract.

[Signature]
Contractor

Exhibit 29



"Darlene Raker"
<Darlene.Raker@floridahousing.org>
03/28/2008 01:23 PM

To "Leslie Warren" <Leslie.Warren@floridahousing.org>
cc <SerenaKnight@city-ftpierce.com>, <DorinaJenkins@City-FtPierce.Com>, "Terry Auringer" <Terry.Auringer@floridahousing.org>
bcc

Subject RE: Extension Request & Amended HHR Plan ['Watchdog': checked] - FT PIERCE HHR TECHNICAL REVISION

History: This message has been replied to.

Leslie,

I've reviewed and approved the technical revision for the City of Fort Pierce's Hurricane Housing Assistance Plan.

Please prepare the approval letter.

Rob has already approved the HHR expenditure extension.

Thanks.

Darlene Raker, SHIP Program Manager
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301
Telephone: (850) 488-4197
Fax: (850) 488-9809

From: DorinaJenkins@City-FtPierce.Com [mailto:DorinaJenkins@City-FtPierce.Com]
Sent: Thursday, March 27, 2008 5:03 PM
To: Terry Auringer
Cc: Darlene Raker; SerenaKnight@city-ftpierce.com
Subject: RE: Extension Request & Amended HHR Plan ['Watchdog': checked]

Terry/Darlene, thank you for your assistance. I will provide you with a detail plan by Monday of next week. Also for your review and approval is a technical revision to the HHR Plan for the foreclosure strategy and land acquisition strategy.

Should you require more information please advise.

Thanks
D.

Exhibit 30

Prepared by and Return to:
Dorina Jenkins, Assistant Director
Community Services
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

**CITY OF FORT PIERCE
HURRICANE HOUSING RECOVERY (HHR) PROGRAM
REACH MORTGAGE NOTE**

Date: May 20, 2009 Loan Amount: \$115,000.00

**[REDACTED] Fort Pierce, FL 34950, Fort Pierce, FL 34950 (the "Property").
(Property Address)**

1. A. BORROWER'S PROMISE TO PAY

In return for a loan that I, [REDACTED] ("Borrower") have received (the "Loan"), and I promise to pay **U.S. One Hundred Fifteen Thousand Dollars & /100 (\$115,000.00) (this amount is called "principal")**, to the order of the Lender. I agree that I will repay this amount at 2% interest. The Lender is **The City of Fort Pierce, Florida, a municipal corporation**, organized and existing under the laws of the State of Florida, with its principal address located at 100 North U.S. 1, Fort Pierce, Florida 34950. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder". The words "I" or "me" means each Borrower jointly and individually.

B. BORROWER'S DEFERRED OBLIGATIONS FOR VALUE OF LAND

In return for the value of the real property received from the Lender, upon which the house is located, I, the Borrower, promise to pay the Lender the value of such real property in the event that I fail to meet my obligations, as follows. If I, the Borrower, at any time during the thirty (30) year term of this loan, fail to reside on the property as my primary residence, if I sell or transfer title to the property, or if I default on any Mortgage, Note, or loan obligations, then I promise to pay Lender the value of the real property as calculated on the date the event, breach or default occurred. The entire balance constituting the value of the land will become due and payable in full, at 5 %, calculated from the date hereof.

The value of the land that is owed at the time of such breach shall be determined by appraisal. The land valuation shall be calculated as if the land was vacant, but in no event shall the land value be less than \$10,000.

If I reside on the property as my primary residence for the entire thirty (30) year term, do not attempt to sell or transfer the property at any time during that term, and/or do not default in the payment of this Note or in the terms and conditions of the Mortgage, then this debt to the Lender shall be forgiven.

During the deferred thirty (30) year term of this Note this obligation shall not accrue interest and the principal balance, or value of the land, will be forgiven at the end of the term provided Borrower has complied with all conditions and obligations under the Note and Mortgage. Thirty years and one day for the date hereof the debt for the land value will be satisfied if the terms and conditions herein are complied with.

C. DEFERRED CONSTRUCTION SUBSIDY

In return for the funds paid by Lender for construction of the home, I, the Borrower, promise to pay Lender the amount of \$35,000.00, which is the difference between the loan amount and the amount actually expended by Lender, in the event that I fail to meet my obligations, as follows. If I, the Borrower, at any time during the first ten (10) years of this loan, fail to reside on the property as my primary residence, if I sell or transfer title to the property, or if I default on any Mortgage, Note, or loan obligations, then I promise to pay Lender the value of this deferred amount as calculated on the date of the event, breach, or default occurred. The entire balance will become due in payable, at 5%, calculated from the date hereof.

If I reside on the property as my primary residence for the ten (10) year term of this deferment, do not attempt to sell or transfer the property at any time during that term, and/or do not default in the payment of this Note or in the terms and conditions of the Mortgage, then this deferred debt to the Lender shall be forgiven.

During the deferred ten (10) year term, this obligation shall not accrue interest and the principal balance, will be forgiven at the end of the term provided Borrower has complied with all conditions and obligations under the Note and Mortgage. Ten years and one day from the date hereof the deferred debt for construction subsidy will be satisfied if the terms and conditions herein are complied with.

2. PAYMENTS

Provided that I, the Borrower, comply with the terms of this Note and the Mortgage securing this Note, the amounts due and payable under this Note shall be payable as follows:

[REDACTED]

REACH Note with Lot
valuation debt

RECEIVED

TIME _____

JAN 29 2010

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE



INTEROFFICE MEMORANDUM
FROM THE OFFICE OF THE
FORT PIERCE REDEVELOPMENT AGENCY

TO: David L. Recor, City Manager

FROM: Linda Whalen, Outreach Grants Coordinator *LW*

SUBJECT: Kessler Audit of Community Services Division

DATE: January 28, 2010

I have recently read the audit and found two discrepancies within the report pertaining to me.

Page 87, Case #32 refers to Rental and Eviction Assistance. In the last line, it states "referenced below as Case #52". When I looked at Case #52, I was surprised to find that it was referring to the purchase of my home. The correct case to reference would be Case #51. I have never applied for nor received assistance from Community Services under any program with the exception of the REACH program for the purchase of my home.

Page 23, paragraph two "Additionally, two City employees both of whom had worked in the CSD were the only individuals to receive funding from this so called Phase 2 of the REACH Program." I have never worked in the Community Services Division.

As the official document is posted on the auditor's website, I respectfully request that it be corrected to reflect the above accurate information. In the event that the audit is forwarded to an outside agency, I request the correction be included either by way of this memo or the official revised audit.

cc: Jon Ward, FPRA Director
Mazella D. Smith, Administrative Services Director
Matthew Margotta, Community Development Director